



101 NE Hawkey, Grimes, Iowa 50111 515.986.3036 Fax 515.986.3846

CITY COUNCIL MEETING

Grimes Community Complex 5:30 P.M.

410 SE Main Street

August 26, 2014

Mayor Tom Armstrong

City Council: Jill Altringer, Tami Evans, Craig Patterson

Ty Blackford and Doug Bickford

City Administrator Kelley Brown

City Clerk Rochelle Williams, City Treasurer Deb Gallagher,

City Attorneys Tom Henderson, Erik Fisk

City Engineer John Gade

Every member of the public and every Council Member desiring to speak shall address the presiding officer, and upon recognition by the presiding officer, shall confine comments to the question under debate, avoiding all indecorous language and references to personalities and abiding by the following rules of civil debate.

- We may disagree, but we will be respectful of one another
- All comments will be directed to the issue at hand
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GENERAL AGENDA ITEMS.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of the Agenda
5. Approval of the Consent Agenda (**Discussion is not allowed unless the Mayor or a City Council Member ask for an item to be removed and placed under Council actions for consideration**)
 - A. Minutes from July 22, 2014 Meeting
 - B. Pay Request #2 to TBB&M LLC for the Grimes Public Library Interior - \$35,245
 - C. AECOM for the Northwest Transportation Corridor - \$2,929.16
 - D. Renewal Agreement with Andres Medical Billing (billing for EMS calls)
 - E. Repairs to Bobcat (04) to Capital City Equipment in the amount of \$7,075.04
 - F. Protex Central for fire/security equipment at library - \$6,800
 - G. Request from DCG Schools to waive Residential Building Permit in the amount of \$3,157.50 (house being built at 1400 NW Sunset Lane
 - H. Pay Request #7 to Layne Christensen Company for the Jordan Well Project in the amount of \$188,042.54
 - I. Change Order # 1 to TBB&M LLC for the Grimes Public Library Interior Renovation in the amount of



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- \$13,261(refinishing of doors, additional framing, lighting, misc repairs)
- J. Pay Request #3 to Koester Construction for the Grimes City Hall & Chamber Renovation in the amount Of \$105,023.38
- K. Payment to the City of Urbandale for the 142nd Street Project in the amount of \$102,857.28 (part of 28E Agreement)
- L. Alcohol License Renewal: Casey's' General Store #2520 Class C Beer Permit (BC) with Sunday sales, Krueger BP #4Class C Beer Permit (BC), Class B Wine Permit with Sunday Sales, El Torito with Class C Liquor License (LC) Commercial with Sunday Sales, Fareway Stores, Class B, Class B Wine and Class C Beer Permit
- M. Pay Request to Corell Contractor Inc. for SE 19th Street in the amount of \$7,508.04
- N. Change Order 1 by Synergy Contracting LLC for the 2012 Watermain Improvements increasing Contract \$15,919.58
- O. Certificate of Substantial Completions for the 2012 Watermain Improvements
- P. Engineer's Statement of Completion for the 2012 Watermain Improvements
- Q. Pay Request #6 to Northern Escrow/Synergy Contracting for the 2012 Grimes Water Program in the Amount of \$65,529.39
- R. Northway Well & Pump Company for replacement #100 Pump Unit (Well #100 failed and needed to be replaced) \$10,732.75
- S. Municipal Supply – meters for new installs - \$13,070.08
- T. Mississippi Lime Company – Quicklime - \$3,493.05 (used for processing of water)
- U. Landscapes By Design, Inc. for \$3,747.50 (landscaping for SE Main Street Project)
- V. Murphy Tractor & Equipment Co., Inc. -\$3,018.21 (repairs to John Deere 410G)
- W. Capital City Equipment Company - \$7,075.04 (repair 2004 5300 Bobcat)
- X. Change Order 1 by C.L. Carroll Co., Inc for the ASR Well No. 1 Pump and Control Building - Reduction in the amount of \$7,825.83 (change in proposal request)
- Y. Pay Request #1 to H&W (Prairie Business Park Sanitary) in the amount of \$57,823.89
- Z. Pay Request 4 for CTI for the SE 19th Street Project in the amount of \$162,339.24
1. Hach Chemical for Repair to Calibrate On-Line Analyzers at Water Plant - \$13,616.49
2. Claims date August 26, 2014

6. Fire Chief Report

7. US Water Report

PUBLIC AGENDA ITEMS Council may consider and potentially act on the following Public Agenda items.

- A. Glenstone Board of Directors (3305 SE Glenstone Drive) Discussion with Council Regarding Deeding of Property (property is north lot below the power line and has trail through it)
- B. Public Hearing and Award of Contract for the 2014 HMA Resurface Program (resurface NE Harvey Street City Hall parking lot to 200' north of NE 7th Street, NE Circle Drive and Sunny Hill Cemetery Roads and transverse joint repairs on HMA streets in Beaverbrooke subdivision)



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PUBLIC FORUM

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COUNCIL ACTIONS

- A. Public Hearing Granting To MidAmerican Energy Company, Its Successor and Assigns, The Right and Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate in the City of Grimes, IA an Electric System and Communications Facilities and to Furnish and Sell Electric Energy To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees For A Period of 25 Years.
- B. Ordinance # 635 First Reading – An Ordinance Granting To MidAmerican Energy Company, Its Successor and Assigns, The Right and Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate in the City of Grimes, Iowa, an Electric System and Communications Facilities And to Furnish and Sell Electric Energy To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees For A Period of 25 Years.
- C. Public Hearing Granting To MidAmerican Energy Company, Its Successors and Assigns, The Right And Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate In The City of Grimes, Iowa A Natural Gas System and To Furnish and Sell Natural Gas To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees for a Period of 25 Years.
- D. Ordinance #636 First Reading To MidAmerican Energy Company, Its Successors and Assigns, The Right And Non-Exclusive Franchise To Acquire, Construct, Erect, Maintain and Operate In The City of Grimes, Iowa A Natural Gas System and To Furnish and Sell Natural Gas To The City and Its Inhabitants and Authorizing the City to Collect Franchise Fees for a Period of 25 Years.
- E. Request to do Special Census at an estimated cost of \$212,754 (census number would be used to increase revenue received for road use tax money)
- F. Public Hearing on an Ordinance Adding Chapter 27 for the Establishment of a Tree Board
- G. First Reading of Ordinance #634 Adding Chapter 27 For the Establishment Of A Tree Board
- H. Agreement for Cooperative Public Service Between Polk County, Iowa and The City of Grimes, Iowa (agreement for animal control)

COUNCIL DISCUSSIONS

- 1. Mayor's Report
- 2. City Attorney's Report
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- 4. City Staff Report
- 5. Old Business
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ADJOURNMENT



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ADJOURNMENT

CITY COUNCIL MEETING

Tuesday, July 22, 2014

Grimes City Hall 5:30 P.M.

The regular meeting of the Grimes City Council was called to order by Mayor Pro Tem Evans on Tuesday, July 22, 2014 at 5:30 P.M. at the Grimes City Hall. Alissa Albright and Sierra Brown of Girl Scout Troop 976 led the Pledge of Allegiance.

Roll Call: Present: Patterson, Bickford, Evans, Blackford Absent: Altringer

GENERAL AGENDA ITEMS.

APPROVAL OF THE AGENDA

Mayor Pro Tem Evans asked for approval of the agenda. Moved by Patterson, Seconded by Blackford; the agenda shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

Approval of the Consent Agenda

A. Minutes from June 24, 2014 Meetings B. Pay Request from AECOM for the Northwest Transportation Corridor Feasibility Study - \$13,770.18 C. Ziegler Power Systems Annual Contract on Loader - \$3,739.56 D. Request for Block Park at NW 23rd Court E. Request for Sewer Write Off at 511 SW Kennybrook Drive in the amount of \$66.26 F. Wright Outdoor Solutions Bid for Grinding, Removal, Hauling, Refilling and Regrading of Tree Stumps on City Property - \$3,485 G. Set Public Hearing and Invitation to bid for the 2014 HMA Resurfacing Program for August 26, 2014 (resurface NE Harvey Street from City Hall parking lot to 200' north of NE 7th Street, on NE Circle Drive and Sunny Hill Cemetery Roads and include the project transverse joint repairs on HMA street in Beaver Brooke Subdivision H. Pay Application #2 to Concrete Technologies for the SE 19th Street Improvements in the amount of \$44,411.11 I. Pay Request to Edge Commercial, LLC for the Glenstone Park Phase 1 in the amount of \$31,914.72 J. Repair damaged curbs – JT Concrete - \$31,000 and Hendrickson Contractors – saw cutting-\$4,000 K. Approval to Pay Estimate #3 to TIO for the SE 19th Street Improvement in an amount not to exceed \$150,000 L. Claims dated July 22, 2014 in the amount of \$474,875.87.

Moved by Patterson, Seconded by Blackford; the Consent Agenda shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

US Water Report

No report was given.

PUBLIC AGENDA ITEMS Council may consider and potentially act on the following Public Agenda items.

A. Crossroad Plat 5 Final Plat

Emily Harding, Civil Design Advantage, 3405 Crossroads Drive Suite G Grimes, Iowa was present to address the Council on behalf of Premier Development LLC. She advised that this plat contained 13.77 acres with 7 light industrial lots zoned M-2. City Engineer Gade stated that legal was doing some final reviews and the punch list items were being addressed. He advised that Planning and Zoning recommended approval of the Final Plat.

Moved by Patterson, Seconded by Blackford; the Crossroad Plat 5 Final Plat shall be approved subject to the Fox Engineering letter of July 17, 2014.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

B. Autumn Park Plat 4 Final Plat

Dean Roghair of Civil Design Advantage, 3405 Crossroads Drive, Suite G, Grimes, Iowa was present to address the Council. Roghair stated that this was the same as the preliminary plat that was presented back in February. He advised this was just over 12 acres containing 26 lots and zoned R2-60. City Engineer Gade advised that Planning and Zoning approved this plat and there are some legals to still be reviewed.

Moved Blackford, Seconded by Bickford; Autumn Park Plat 4 Final Plat shall be approved pending legals and the Fox Engineering letter dated July 17, 2014.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

C. Caymus Park Plat 1 Final Plat

Emily Harding, Civil Design Advantage, 3405 Crossroads Drive Suite G Grimes, Iowa was present to address the Council. She stated this is 7.6 acres and zoned PUD with 15 single townhomes and 13 bi-attached townhomes. Harding stated that in lieu of parkland the developer wished to pay a parkland fee. City Engineer Gade advised that as part of this approval a letter would need to be provided to the City on the dollar amount for the parkland. Gade reviewed that these would be private streets but that in order for EMS services there was some discussion on renaming one of the street names in the plat for addressing.

Moved by Patterson, Seconded by Blackford; Caymus Park Plat 1 Final Plat shall be approved pending a letter to the City regarding a parkland fee, staff work with renaming the street and the Fox Engineering letter dated July 17, 2014.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

D. Kennybrook South Revised Preliminary Plat

Emily Harding, Civil Design Advantage, 3405 Crossroads Drive Suite G Grimes, Iowa was present to address the Council. Harding stated that this was a 52.5 acre development zoned R-270 and PUD which would contain 151 lots. She stated due to new ownership of the property the park land had changed from 3.55 acres to 4.15 acres and moved further to the west. In addition this plan will eliminate a cul-de-sac. City Engineer Gade advised that Planning and Zoning had approved the Preliminary Plat.

Moved by Patterson, Seconded by Blackford; the Kennybrook South Revised Preliminary Plat shall be approved subject to Fox Engineering letter dated July 17, 2014.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

E. Glass Fabricators Site Plan

Emily Harding, Civil Design Advantage, 3405 Crossroads Drive Suite G Grimes, Iowa was present to address the Council. Harding advised that owner Kathleen Jones and architect Jamie Malloy were also present. She stated that the site plan was located on Lots 5 and 6 of Crossroad Plat 5 which was approved earlier in the meeting. Harding added that this was 2.6 acres and zoned M-2. She stated that the company sells glass and store front aluminum products and wished to promote this by using some of this on the outside of their building. Jamie Malloy, the architect with Studio Melee Architects, 820 1st Street, West Des Moines, Iowa added that they are a family owned and in business over the last 20 years. Malloy stated they have outgrown their current facility and want to relocate to Grimes. He stated their main business was making

insulated glass panels for windows. Malloy provided an overview of the building and the site. City Engineer Gade advised that Planning and Zoning had approved this site plan subject to Fox Engineering letter of July 17, 2014. Mayor Pro Tem asked how many employees there would be. Malloy advised there would be around 17 employees.

Moved by Blackford, Seconded by Bickford; the Glass Fabricators Site Plan shall be approved subject to Fox Engineering letter dated July 17, 2014.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

F. Public Hearing and Action on a Request from Dallas Center Grimes Schools for a Rezone of A-1 Agricultural to C-2 (2.29 acres) Commercial District and M-1A (6.19 acres) Commercial and Limited Light Industrial

Mayor Pro Tem Evans opened the Public Hearing at 5:58 pm. There being no oral or written communication, the Public Hearing was closed at 5:58 pm. David Bentz of Bishop Engineering, 3501 104th Street, Urbandale, Iowa was present to address the Council. He advised that the rezone was a request in order for the Dallas Center Grimes Schools to build a bus maintenance facility at this location.

Moved by Patterson, Seconded by Blackford; the First Reading of Ordinance # 633 on a request from Dallas Center Grimes Schools for a rezone of A-1 Agricultural to C-2 (2.29 acres) Commercial District and M-1A (6.19 acres) Commercial and Limited Light Industrial shall now pass with the following stipulation: the school will agree to donate ROW along SW Jazzwood Drive as per the comprehensive plan, that SW Jazzwood Drive is currently a gravel roadway which is adequate at this time but the City will pay this roadway in the future and this could be an assessment project, and when City sanitary sewer and City water main service become available they will connect to it shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

Council Member Patterson asked if it would be helpful to move this rezone along in order for the school to bid out the facility. Bishop Engineer Bentz advised that would be helpful.

Moved by Patterson, Seconded by Blackford; the 2nd and 3rd Readings of Ordinance #633 shall be waived with all stipulations listed above.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

Moved by Patterson, Seconded by Blackford; Ordinance #633 shall now pass with stipulations list above.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

G. Dallas Center-Grimes Bus Maintenance Facility Site Plan

David Bentz of Bishop Engineering, 3501 104th Street, Urbandale, Iowa was present to address the Council regarding the site plan request from Dallas Center Grimes Schools. Bentz reviewed the site plan for the bus maintenance facility. City Engineer Gade stated that Planning and Zoning which to have an additional 50 feet of fencing added and that when the area to the south of the development develops landscaping will be added.

Moved by Blackford, Seconded by Bickford that the Dallas Center-Grimes Bus Maintenance Facility Site Plan with additional 50 feet of fencing added and the requirement when the area to the south of the development develop appropriate landscaping will be added and Fox Engineering letter of July 16, 2014; shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

PUBLIC FORUM

No one addressed the Council.

COUNCIL ACTIONS

A. Set a Public Hearing for August 26, 2014 for the Renewing of Franchise Agreement with MidAmerican Energy Company

Moved by Patterson, Seconded by Blackford; Public Hearing for August 26, 2014 for the renewing of Franchise Agreement with Mid-American Energy Company; shall be approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

B. Girl Scout Silver Award – Alissa Albright and Sierra Brown

Alissa Albright and Sierra Brown of Girl Scout Troup 976 were present to address the Council. The girls advised that they were working on a Girl Scout Silver Award which involved doing a sustainable project in their community. The girls advised they wished to pick an area of town and stencil house numbers on the curb in order to aide emergency service and residents in locating addresses. The girls advised they were asking for permission to do the project and for the special traffic paint to be provided by the City and to borrow traffic cones, and vests. Council Member Bickford asked if this would be voluntary participation by the residents. Brown responded that earlier discussions with the Council and EMS had been very supportive of the idea of having a consistent location for house numbers and that this would be something that would be required with a long term goal of having every area have house numbers on the curb. Council Member Blackford asked about areas where this isn't currently curbed. Sierra Brown responded that they did review those areas but there really wasn't anything they could do at this time. Moved by Bickford, Seconded by Blackford; the requests for the stenciling for house numbers and supplies be shall approved.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

COUNCIL DISCUSSIONS

1. Mayor's Report

No report

2. City Attorney's Report

No report

3. City Engineer's Report

City Engineer Gade advised that a considerable amount of utility work is going on in the community. He also stated that SE 19th Street is moving along well. City Council Member Blackford asked about looking at traffic concerns on NE Edgewood as they come onto E. 1st Street. City Engineer Gade advised that he would review possible short term solutions.

4. City Staff Report

City Administrator Brown advised that future meetings will be held in the banquet hall at the Grimes Community Complex while the renovation is going on at City Hall. Dave Sigler, Public Works Administrator advised that work would be done on off ramps off the Interstate on August 4th during the night as to not disturb as much traffic.

5. Old Business

6. New Business

Moved by Bickford, Seconded by Blackford; there being no further business, the meeting shall be adjourned at 6:34 pm.

Roll Call: Ayes: All. Nays: None. Motion passes: 4 to 0.

ADJOURNMENT

ATTEST:

Rochelle Williams, City Clerk

Thomas M. Armstrong, Mayor

RECEIVED AUG 8

TRANSMITTAL



FEH Associates Inc.

Architecture | Structural Engineering | Interior Design
604 East Grand Avenue
Des Moines, Iowa 50309-1924
515.288.2000 | FAX 515.288.1999

Date: August 4, 2014
FEH Project No: 2013203.02
Project Name: Grimes Public Library Interior Renovation

From: Michelle Cramblit, FEH Associates Inc.

To: Rochelle Williams, City Clerk – City of Grimes
101 NE Harvey St.
Grimes, IA 50111
515-986-3036
rwilliams@ci.grimes.ia.us

We Transmit: ☒ Attached ☐ Under Separate Cover

Via: ☐ Overnight Delivery ☒ Mail ☐ Priority Mail
☐ Courier ☐ E-mail/Fax ☐ Hand Delivery

For: ☒ Action as Indicated ☐ Information ☐ Use as Requested
☐ Review & Comment ☐ Distribution ☐ Other

The Following: ☐ Drawings ☐ Specifications ☐ Digital Files
☐ Submittals ☒ Pay Request ☐ Other

No. of Copies	Reference No.	Description
(1)		AIA G702 – 1992 Pay App #2
(1)		Certificate of Insurance
(1)		Lien Waivers – (TBB&M, Copper Electric, Crescent Electric)

Remarks:

Rochelle,
Please find enclosed Pay Application #2 from TBB&M for the Grimes Public Library Interior Renovation project. Also enclosed are Lien Waivers & Certificate of Insurance from TBB&M.

Thank you,
Michelle

CC:
Doug Morgan, TBB&M - file
FEH Associates Inc. - file

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: City of Grimes, Iowa 101 NE Harvey Grimes, IA 50111 FROM TBB&M, LLC CONTRACTOR: 2452 S. Lakeview Dr. Greenfield, Iowa 50849	PROJECT: Grimes Public Library Interior Renovations 200 N. James Street Grimes, Iowa 50111 FEH Associates, Inc. 604 East Grand Ave. Des Moines, Iowa 50309	APPLICATION NO: 002 PERIOD TO: July 31, 2014 CONTRACT FOR: General Construction CONTRACT DATE: May 15, 2014 PROJECT NOS: 2013203.02 / /	Distribution to: OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:
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CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 211,000.00
2. NET CHANGE BY CHANGE ORDERS \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 211,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 63,700.00

5. RETAINAGE:

- a. 5% of Completed Work (Column D + E on G703) \$ 1,982.50
- b. 5% of Stored Material (Column F on G703) \$ 1,202.50
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 3,185.00

6. TOTAL EARNED LESS RETAINAGE \$ 60,515.00
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

- (Line 6 from prior Certificate) \$ 25,270.00
8. CURRENT PAYMENT DUE \$ 35,245.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

- (Line 3 less Line 6) \$ 150,485.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

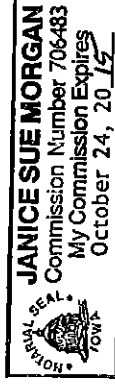
CONTRACTOR:

By: Janice Sue Morgan
 State of Iowa
 County of: Adair

Date: July 30, 2014

Subscribed and sworn to before me this 30 day of July, 2014

Notary Public: Janice Morgan
 My Commission expires: 10-24-15



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 35,245.00
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Nichelle Cambilit Date: 8.4.14

By: _____ The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



**AIA Document, G702TM–1992, Application and Certification for Payment, or G736TM–2009,
Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition,
containing Contractor's signed certification is attached.**
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 002
APPLICATION DATE: 07/30/2014
PERIOD TO: 07/31/2014
ARCHITECT'S PROJECT NO: 2013203.02

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User Notes: (122939311112)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis and Moore, Inc. 1818 High Street Des Moines IA 50309		CONTACT NAME: Brenda Roberts PHONE (A/C, No. Ext): (515) 244-0156 FAX (A/C, No.): (515) 244-2925 E-MAIL ADDRESS: Brenda@willismooreinc.com	
INSURED Ralph N Smith, Inc. 714 SE 15th St. Des Moines IA 50317		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Ins. Co. NAIC #: 21423 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2013-2014

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			4X81165	09/15/2013	09/15/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			4X81165	09/15/2013	09/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		4X81165	09/15/2013	09/15/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4X81165	09/15/2013	09/15/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Pers. Property of Others			4X81165	09/15/2013	09/15/2014	Des Moines IA Loc 208,000
							Marion, IA location 52,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Any and All projects - The certificate holder is automatically an additional insured including primary and non contributory status, and waiver of subrogation under the General Liability and Umbrella if required in a written agreement. Certificate holder has automatic additional insured status under the Automobile policy if required by a contract. Contractual Liability applies only if there is an assumed contract or agreement between the parties. Stored material coverage at offsite location 50,000

Carpet stored @ 714 S.E. 15th

CERTIFICATE HOLDER

CANCELLATION

Des Moines, IA 50309

Grimes Public Library
200 N James St.
Grimes, IA 50111

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Roberts/BLR

Brenda J Roberts

Waiver of Lien and Release of Claims

Owner: City of Grimes, Iowa
101 NE Harvey Street
Grimes, IA 50111

Project: Grimes Public Library Interior Renovation
200 James Street
Grimes, IA 50111

The undersigned has been employed by the city of Grimes, Iowa at the above named project to furnish: Interior renovation of Grimes Library per pay application #1

Now, therefore that the undersigned for and in consideration of the sum of: \$25,270⁰⁰

Twenty-five thousand two hundred seventy & 00/100 Dollars

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim or right to lien on said above project or premises under the statutes of the state of Iowa relating to Mechanics Liens or Claim Waivers, on account of labor or materials, or both, furnished or which may be furnished, by the undersigned to or on account of the said owner for the above named project or premises.

General Contractor: TBB&M, LLC Signature: Douglas J. Morgan

Title: Manager Date: 7-30-14

State of Iowa County of Adair

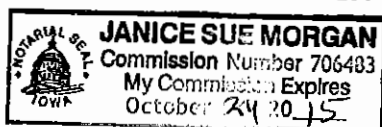
On this 30th day of July, 2014, before me, the undersigned, personally appeared Douglas J. Morgan, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Janice Morgan

Notary Public in and for said County and State

10-24-15

Commission Expires



Subcontractor and Supplier Waiver of Lien & Release of Claims

Owner: City of Grimes
101 NE Harvey Street
Grimes, IA 50111

Project: Grimes Public Library Interior Renovation
200 James Street
Grimes, IA 50111

General Contractor: TBB&M, LLC of 2452 S Lakeview Dr. Greenfield, Iowa 50849

The undersigned vendor has been employed by TBB&M, LLC at the above named project to furnish: labor and/or materials for remodel of Grimes Public Library

(Description of materials or services provided)

Now, therefore that we the undersigned for and in consideration of the sum of: _____

Seven thousand sixty eight and 95/100 Dollars

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all Lien, or claim or right to lien on said above project or premises under the statutes of the state of Iowa relating to Mechanics Liens or Claim Waivers, on account of labor or materials, or both, furnished or which may be furnished, by the undersigned to or on account of the said owner for the above named project or premises.

Subcontractor: Copper Electric Co. Signature: Vince Blom

Date: 7-22-14

State of Iowa County of Mason

On this 7-22 day of July, 20 14 personally appeared Vince Blom known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Maureen Verhoef

8-10-15

Notary Public in and for said County and State

Commission Expires





crescent
electric
supply
company

PARTIAL WAIVER OF LIEN

July 24, 20 14

STATE OF Illinois

COUNTY OF Jo Daviess

TO ALL WHOM IT MAY CONCERN:

Whereas, we the undersigned Crescent Electric Supply Company have been employed by
Copper Electric Co

to furnish Electrical Materials for the building known as Grimes Public Library Interior Renovation
200 James St

In the city of Grimes and state of Iowa

Now therefore, in consideration of the sum of One Thousand Three Hundred Twenty Three and
95/100 Dollars

(\$ 1,323.95), in hand paid upon said contract, and other goods valuable considerations, receipt
whereof is hereby acknowledged, said Crescent Electric Supply Company do hereby waive and release
lien or claim or right of lien on the above described building and premises, to the extent of the above
cash payment only which has been received on account of labor or materials or both furnished by the
undersigned to, or on account of the said Copper Electric CO
for the said buildings or premises.

WITNESS our hands and seals this 24th day of July, 20 14

Invoices: For Material billed and paid through 6-30-14 on #309600-04.

CRESCENT ELECTRIC SUPPLY COMPANY

N.K. Patrum (seal)
N.K. Patrum, Associate Credit Manager



AECOM Technical Services, Inc.
501 Sycamore Street, Suite 222
Waterloo, Iowa 50703

Cost Plus Fixed Fee Progressive Invoice

Invoice No.: 37460444
Invoice Period Covered: 6/28/14 through 7/25/14
Consultant Job No. 60301188

Date: July 30, 2014
Client Project No.: HDP-3125 (610)--71-77
City: Grimes
Client Project Description: Northwest Transportation
Corridor Feasibility Study
Client Contact: Ms. Kelley Brown

	Contract Estimate	Cumulative To Date	Current Period
Labor Dollars	\$ 103,515.70	\$ 22,783.60	\$ 810.36
Overhead	\$ 162,519.65	\$ 34,497.21	\$ 1,195.78
Direct Expenses			\$ -
Mileage	\$ 1,525.50	\$ 520.11	\$ 155.68
Copies	\$ 780.00	\$ 113.58	\$ 4.14
EDM Equipment	\$ -	\$ -	\$ -
GPS Equipment	\$ -	\$ -	\$ -
Miscellaneous/Other	\$ 194.50	\$ -	\$ -
Subconsultants			
Veenstra and Kimm, Inc.	\$ 63,800.00	\$ 17,652.39	\$ -
LT Leon Associates	\$ 9,000.00	\$ 1,016.28	\$ 502.40
Estimated Actual Costs	\$ 341,335.35	\$ 76,583.17	\$ 2,668.36
Subtotal Rounded	\$ 341,300.00		\$ -
Fixed Fee	\$ 34,600.00	\$ 7,446.50	\$ 260.80
Authorized Contingency	\$ -		
Total Authorized Amount	\$ 375,900.00		
Total Billed to Date	\$ 84,029.67	\$ 84,029.67	\$ 2,929.16
Remaining Authorized Balance	\$ 291,870.33		
Labor Hours (Prime)	1,988.00	448.75	15.50

OK to pay by Jerry Byg.

Check Payment to:
AECOM Technical Services, Inc.
An AECOM Company
1178 Paysphere Circle
Chicago, IL 60674

ACH Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
Account Number 5800937020
ABA Number 071000039

Wire Transfer Payment to:
AECOM Technical Services, Inc.
An AECOM Company
Bank of America
New York, NY 10001
Account Number 5800937020
ABA Number 026009593
SWIFT CODE BOFAUS3N



501 Sycamore Street, Suite 222, Waterloo, IA 50703
Tel: 319-232-6531 Fax: 319-232-0271

Federal Tax ID No. 95-2661922

ATTN : KELLEY BROWN
GRIMES, IA, CITY OF
101 NE HARVEY STREET
GRIMES, IA 50111

Invoice Date: 30-JUL-14
Invoice Number: 37460444

Agreement Number: 60301188

Payment Term: 30 DAYS

Please reference Invoice Number and Project Number with Remittance

Project Number : 60301188
Bill Through Date : 28-JUN-14 - 25-JUL-14

Project Name : Grimes-NW Transportation Corridor Feasibility Study

Labor Multiplier		Date	Hours	Rate	Raw Cost	Billed Amt
Employee Name/Title	Title/Expenditure					
Allyn, Todd L	Project Professional	18-JUL-14	2.00	44.00	88.00	
Allyn, Todd L	Project Professional	25-JUL-14	3.00	44.00	132.00	
Bernhardt, Mary E	Project Support	04-JUL-14	1.00	26.65	26.65	
Bernhardt, Mary E	Project Support	25-JUL-14	0.50	26.65	13.33	
Lentz, Robert L	Senior Professional	04-JUL-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	11-JUL-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	18-JUL-14	0.50	85.56	42.78	
Lentz, Robert L	Senior Professional	25-JUL-14	0.50	85.56	42.78	
Wiele, Larry E	Project Professional	04-JUL-14	1.00	54.18	54.18	
Wiele, Larry E	Project Professional	11-JUL-14	1.00	54.18	54.18	
Wiele, Larry E	Project Professional	18-JUL-14	1.00	54.18	54.18	
Wiele, Larry E	Project Professional	25-JUL-14	4.00	54.18	216.72	
Total Labor Multiplier			15.50		810.36	810.36
OverHead Markup						1,195.78
Labor CPFF Total						2,006.14
SubConsultant		Date	Inv Number	Billed Amt		
Employee Name/Title	Title/Expenditure					
Professional Services	LT LEON ASSOCIATES INC	08-JUL-14	0370012	502.40		
Total SubConsultant						502.40
Reimbursable		Date	Inv Number	Billed Amt		
Expenditure Type	Employee/Vendor Name					
Mileage	US ACM ZERO AP	22-JUL-14	GRP082MBJUL14M	155.68		
Repro, Photo & Blueprint	ARC	11-JUL-14	11301ARC071114	4.14		
Total Reimbursable						159.82
Lump Sum		Billed Amt				
Description						
Fixed Fee Labor		260.80				
Total Lump Sum						260.80
Project Total : Grimes-NW Transportation Corridor Feasibility Study						2,929.16

Invoice Summaries

Total Current Amount :	2,929.16
Retention Amount :	0.00
Pre-Tax Amount :	2,929.16
Tax Amount :	0.00
Total Invoice Amount :	2,929.16

Billing Summaries

<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Limit</u>	<u>Remain</u>
Billings	2,929.16	81,100.51	84,029.67	375,900.00	291,870.33
Billing Total :	2,929.16	81,100.51	84,029.67		



June 4, 2014

Town of Grimes
Attn: Chief Jim Krohse
200 S. James St.
Grimes, IA 50111

Dear Chief Krohse:

Because of the recent changes to The Health Insurance and Portability Act (HIPAA), and the regulations in the HITECH Act, a new and updated Business Associate Agreement is necessary to ensure compliance with the law. These changes include, increased accountability and new responsibilities for a Covered Entity's Business Associate, issues related to breach reporting, and the rules regarding uses and disclosures of protected health information and patient rights with respect to their medical information.

So that we may be in compliance with these statutes, as predicated by our relationship with you as your Business Associate, I am enclosing an amended Business Associate Agreement for your review and signature.

I request that you please review the document, sign, and return to:

Maryann Mahlman
Andres Medical Billing, Ltd.
P.O. Box 457
Wheeling, IL. 60090

Please return all pages via regular mail or email.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Maryann Mahlman, LNHA/CHPSE
Compliance/Security Officer
(847) 577-8811, Ext. 345
mmahlman@andresmedical.com



Business Associate Agreement

Town of Grimes & Andres Medical Billing, Ltd.

This Business Associate Agreement ("Agreement") between the Town of Grimes and Andres Medical Billing, Ltd. (AMB) is executed to ensure that Andres Medical Billing, Ltd. will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of the Town of Grimes in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, et seq., the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Andres Medical Billing, Ltd. agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to the Town of Grimes any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410. Breaches of unsecured PHI shall be reported to the Town of Grimes without unreasonable delay but in no case later than 60 days after discovery of the breach;

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by the Town of Grimes to its patients;
2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;
3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the health care services provided by the Town of Grimes to its patients or to appeal denials of payment for the same; and
4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Andres Medical Billing, Ltd. has been engaged to perform on behalf of the Town of Grimes.

D. Termination

1. The Town of Grimes may terminate this Agreement if the Town of Grimes determines that Andres Medical Billing, Ltd. has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Andres Medical Billing, Ltd. shall return to the Town of Grimes or destroy all PHI received from the Town of Grimes, or created, maintained, or received by Andres Medical Billing, Ltd. on behalf of the Town of Grimes that Andres Medical Billing, Ltd. still maintains in any form. Andres Medical Billing, Ltd. shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

Agreed to this 4th day of June, 2014

Town of Grimes Signature:

Printed Name/Title:

Andres Medical Billing, Ltd. Signature:

Printed Name/Title:

Maryann Mahlman, LNHA, CHPSE

Compliance/Security Officer



SALES • SERVICE • RENTALS

CAPITAL

ITY EQUIPMENT CO.

5461 NW 2nd ST.

DES MOINES, IOWA 50313

(515) 243-3353

www.capitalcityequipmentcompany.com



SALES • SERVICE • RENTALS

CC 8-26-14

RO: 21059D

Invoice: 24267D

Date: 07/02/2014

CITY OF GRIMES

101 N HARVEY ST

GRIMES, IA 50111

Year		Make/Model		Vehicle Identification			
2004		BOB S300		525813686			
Stock No	PO	License	Tag	Customer	Telephone		
525813686				03176	515-986-3176		

Cond	OpCode	T	Description	Quantity	List	Net	Total
------	--------	---	-------------	----------	------	-----	-------

Type: SKIDLOADER RO Open Date: 05/22/14 Sold: 11/09/04
 Meter In: 2965

001

HYD. LEAK

D

D RIGHT SIDE HYD. LEAK, ALSO CHECK GEAR PUMP MOUNTING BRACKET.

F PULLED ENGINE AND HYDRO, FOUND HYDRO PUMP WAS DAMAGED
 INTERNALLY, REPLACED PUMP WITH REM. NEW PUMP BRACKET, REPLACED
 HYD HOSES-PUMP TO VALVE, HIGH FLOW HOSE. REPLACED THERMOSTAT
 AND WATERPUMP, NEW BELTS, SERVICED UNIT AND TEST RAN

CL	L CUSTOMER LABOR				1530.00
	P 7128608 SUPPORT	1.00	107.70		107.70
	P 6716572 LOUVER, P	1.00	23.56		23.56
	P 6713382 BELT, FAN	1.00	22.30		22.30
	P FREIGHT	1.00	7.55		7.55
	P 6685840REM PUMP, HYD	1.00	4287.55		4287.55
	P CORES: Core Chrgs	1.00	2250.00		2250.00
	P 6685840COR CORE CHARG	1.00			-2250.00
	P FREIGHT	1.00	91.00		91.00
	P 6678384 RING, O	1.00	17.10		17.10
	P 6736649 HOSE, HYD	1.00	83.79		83.79
	P 6732032 GASKET	1.00	1.72		1.72
	P 6662855 BELT, DRI	1.00	57.92		57.92
	P 6725212 ARM, IDLE	1.00	68.57		68.57
	P 38C820 SCREW	1.00	7.21		7.21
	P 6662997 PULLEY, F	1.00	21.67		21.67
	P 6680852 PUMP, WAT	1.00	245.95		245.95
	P 6680850 THERMOSTA	1.00	45.36		45.36
	P 6685955 GASKET	1.00	6.55		6.55
	P 6678233 FILTER, O	1.00	9.66		9.66
	P 6668819 FILTER, O	1.00	48.72		48.72
	P 6667352 FILTER, FU	1.00	17.74		17.74
	P 6681474 FILTER, A	1.00	38.29		38.29
	P 6681475 FILTER, A	1.00	31.24		31.24
	P 79K16 O RING	4.00	0.77		3.08
	P 79K12 O RING	4.00	0.74		2.96
	P 79K6 O RING	1.00	0.74		0.74
	P 17C940 BOLT	1.00	2.11		2.11
	P 17C824 BOLT	1.00	1.92		1.92
	P 85D9 NUT	1.00	1.50		1.50
	P 6578169 HOSE,BULK	10.00	1.26		12.60
	P 6680853 GASKET	1.00	8.13		8.13
	P 7109144 HOSE	1.00	80.75		80.75

Kubota
SALES • SERVICE • RENTALS

CAPITAL
CITY EQUIPMENT CO.
5461 NW 2nd ST.
DES MOINES, IOWA 50313
(515) 243-3353
www.capitalcityequipmentcompany.com

Bobcat.
SALES • SERVICE • RENTALS

RO: 21059D

Invoice: 24267D

Date: 07/02/2014

CITY OF GRIMES
101 N HARVEY ST

GRIMES, IA 50111

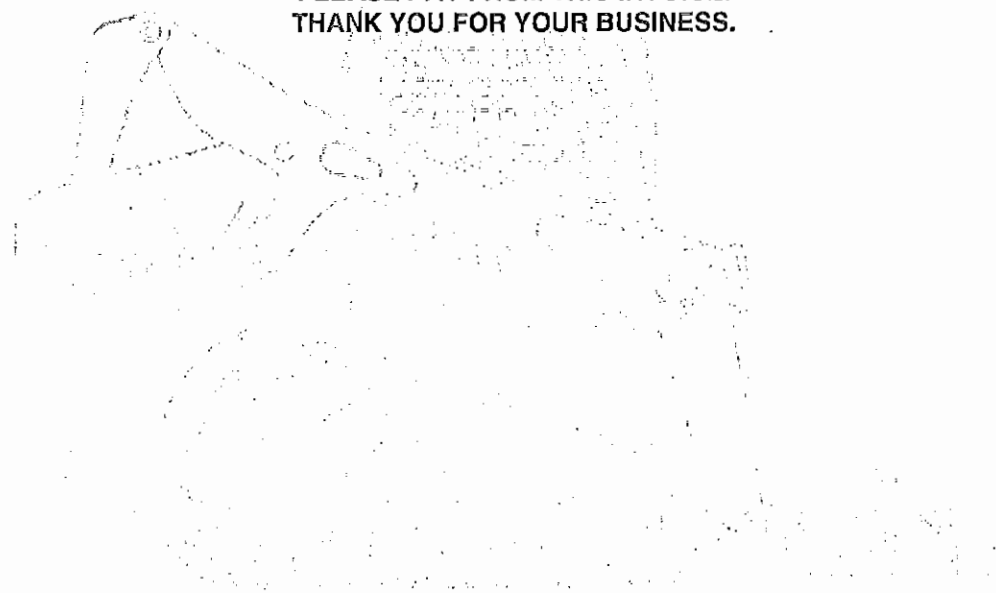
Year		Make/Model		Vehicle Identification		
		2004 BOB S300		525813686		
Stock No	PO	License	Tag	Customer	Telephone	
525813686				03176	515-986-3176	

Conid	OpCode	T	Description	Quantity	List	Net	Total
	P 6903115A		10W-30 QT	12.00		3.95	47.40
	P 6903119A		HYD QT	26.00		3.95	102.70
Subtotal charges this section							7035.04

M SHOP FEES

40.00

PLEASE PAY FROM THIS INVOICE.
THANK YOU FOR YOUR BUSINESS.



CHARGE A/R 03176 7075.04

MISC. Charges: A token charge is included for supplies used on your equipment. Applicable supply items include, nuts, bolts, washers, tape, aerospray, solvent, rags, fuel system cleaner, towels, battery cleaner, wire sealer, enviro handling.

TERMS: All charges due 15 days following purchase. 30 day past due invoice's subject to 1.5% finance charge per month.

DESC	TOTALS
LABOR	1530.00
PARTS	5505.04
SUBLET	
MISC	40.00
OTHER	
SUBTOTAL	7075.04
TAX	
TOTAL	7075.04

Received By

capcity_servicapp2.template

CUSTOMER FINAL INVOICE

page 2 of 2

P.O. No. _____

13999

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Capital City Equipment Co.
Name

5461 NW 2nd St Des Moines, IA 50313
Address

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
-------	-----	------------	-------

<u>Invoice # 24267D</u>			
-------------------------	--	--	--

\$7075.00

PURCHASE JUSTIFICATION: Repair 2004 5300 Bobcat

DEPARTMENT: Streets

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: [Signature] DATE: 7-3-14

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown
Kelley L. Brown City Administrator/Clerk OB 7-7-14
Date

CC App 7-8-14
Council Approval date: (if over \$2500)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy



Remit To: P.O.Box 1467 - Hastings, NE 68901

Invoice

Date
Jun 26, 2014

Page
1

Invoice Number
IN00049203

Order No.
ORD0036505

Sold To:

Grimes Public Library
200 North James Street
PO Box 290
Grimes, IA 50111

Ship To:

Grimes Public Library
200 North James Street
PO Box 290
Grimes, IA 50111

Description	Order Date	Customer No.	Salesperson	Cust PO Number	Ship Via	Terms
PROJ FA/SE: Grimes Public Library	Apr 23, 2014	200572	MARK			NET15

Qty. Ord.	Qty. Shp.	Qty. B/O	Item Number	Description	Unit Price	UOM	Extended Price
1.00	1.00	0.00		Fire/Security Project - Equipment Progress billing #1 for equipment for fire/security project. Ref Quote # 2140212M03	6,800.000000	Each	6,800.00
			<u>Due Date</u> Jul 11, 2014	<u>Amount Due</u> 6,800.00			

001-410-6502.3

7
✓

Comments:

Tax summary:

IA77GRIMI 0.00
IA77SILO 0.00
IOWA 0.00

Subtotal
Total sales tax

Total amount
Less payment
Less pmt. disc

Amount due

6,800.00
0.00

6,800.00
0.00
0.00

6,800.00

1239 North Minnesota * P.O. Box 1467 * Hastings, NE 68902 * 402-463-0666 * Fax 402-463-6057
3305 104th Street * Urbandale, IA 50322 * 515-252-9932 * Fax 515-252-8946
6775 South 118th St Suite 104 * Omaha, NE 68137 * 402-592-8225 * Fax 402-592-8222
www.ProtexCentral.com

If any errors are found, they must be reported to us within 10 days.



CITY OF GRIMES

101 NE Harvey Street
Grimes, IA 50111-0460
515-986-3036 FAX 515-986-3846

RESIDENTIAL BUILDING PERMIT

PERMIT #:	122057	DATE ISSUED:	8/15/2014
JOB ADDRESS:	1400 NW SUNSET LN	LOT #:	BEAVERBROOKE WEST P9
SUBDIVISION:		ZONING:	R2-70
ISSUED TO:	DCG SCHOOLS	CONTRACTOR:	DCG SCHOOLS
ADDRESS:	HOUSE PROJECT	ADDRESS:	HOUSE PROJECT
CITY, STATE ZIP:	DALLAS CENTER IA 50063	CITY, STATE ZIP:	DALLAS CENTER IA 50063
PHONE:		PHONE:	
PROP. USE:	BUILDING RESIDENTIAL	SETBACKS:	
VALUATION:	\$ 225,000.00	FRONT:	N/A
SQ FT:	1,619.00	LEFT SIDE:	N/A
OCCP TYPE:		RIGHT SIDE:	N/A
		REAR:	N/A

FEE CODE	DESCRIPTION	AMOUNT
SWR-UNIT	SEWER CONNECT FEE PER UNIT	\$ 750.00
WMTR- 5/8	WATER METER 5/8 INCH	\$ 325.00
WMTR- 5/8	WATER METER 5/8 INCH	\$ 325.00
CURB	CURB CUT/SIDEWALK	\$ 30.00
FIRE PLACE	FIRE PLACE	\$ 32.50
WTR CONST	WATER CONSTRUCTION FEE	\$ 100.00
BLD-VALUE	BUILDING PERMIT	\$ 75.00
BLD-VALUE	BUILDING PERMIT	\$ 0.00
BLD-VALUE	BUILDING PERMIT	\$1,520.00
TOTAL		\$ 3,157.50

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

INSPECTIONS REQUIRE 24 HOUR NOTICE

ALL SWPPPP CONTROLS SHALL BE IN PLACE PRIOR TO CONSTRUCTION

THE CITY DOES NOT ENFORCE OR TRACK COVENANTS. IT IS THE RESPONSIBILITY OF THE HOMEOWNER TO BE AWARE OF ANY RESTRICTIVE COVENANTS IN THEIR PLAT OR ABSTRACT.

I HEREBY CERTIFY THAT I HAVE CHECKED AND THERE ARE NO RESTRICTIVE COVENANTS THAT WOULD PROHIBIT THIS CONSTRUCTION. _____

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT)

DATE

(APPROVED BY)

DATE

Change meter cost of \$ 325
Wash Out Bag 75
\$ 400

Contractor's Application for Payment No. 7

Unit Price Contract


Project: Jordan Well From (Contractor): Layne Christensen Company Application Date: 8/18/2014
 To (Owner): City of Grimes Owner's Project No.: 3364-12B Period From: 2/28/2014
 Via (Engineer): FOX Engineering Engineer's Proj. No.: 7/31/2014

Approved Change Order Summary:			
No.	Date Approved	Additions	Deductions
1	6/11/2013		-\$6,337.00
2	2/25/2014		-\$31,885.50
2	2/25/2014		-\$12,024.00
2	2/25/2014	\$16,102.00	
2	2/25/2014	\$9,743.00	
TOTALS		\$25,845.00	-\$50,246.50
NET CHANGE BY CHANGE ORDERS			-\$24,401.50

1. ORIGINAL CONTRACT PRICE..... \$ 1,986,633.00
 2. Net change by Change Orders..... \$ -24,401.50
 3. Current Contract Price (Line 1 + 2)..... \$ 1,962,231.50
 4. TOTAL COMPLETED AND STORED TO DATE
 (Column F on Progress Estimate)..... \$ 1,660,571.32
 5. RETAINAGE:
 a. 5% X \$1,507,011.55 Work Completed..... \$ 75,350.58
 b. 5% X \$153,559.77 Stored Material..... \$ 7,677.99
 c. Less Total Retainage Released Early..... \$
 d. Total Retainage (Line 5a + Line 5b - Line 5c)..... \$ -83,028.57
 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) (4-5d)..... \$ 1,577,542.75
 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 1,389,500.21
 8. AMOUNT DUE THIS APPLICATION..... \$ 188,042.54
 9. BALANCE TO FINISH, PLUS RETAINAGE
 (Column G on Progress Estimate + Line 5 above)..... \$ 384,688.75

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 8/18/2014
 Gregory D. Washington, P.E.

Payment of \$ 188,042.54
 (Line 8 or other - attach explanation of the other amount)

Is recommended by:  (Engineer)
 8/19/14 (Date)

Payment of \$
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner)
 (Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

For (Contract): Jordan Well
 Contractor: Layne Christensen Company
 Owner's Proj. No.: 3364-12B
 Engineer's Proj. No.: 3364-12B
 Application Number: 7
 Application Date: 8/18/2014

A		B			C	D	E	F		G
Bid Item No.	Item	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
	Description									
1	Mobilization/Demobilization	1	\$171,018.00	\$171,018.00	0.95	\$162,467.10		\$162,467.10	95.0%	\$8,550.90
2	Well Water Pollution Prevention Plan (WWPPP)	1	\$19,227.00	\$19,227.00	1	\$19,227.00		\$19,227.00	100.0%	\$23,200.00
3	Drilled Hole & Surface Casing 0 - 360'	400	\$580.00	\$232,000.00	360	\$208,800.00		\$208,800.00	90.0%	-\$8,643.00
4	22" Drilled Hole 360' - 2210'	1,807	\$201.00	\$363,207.00	1850	\$371,850.00		\$371,850.00	102.4%	-\$10,980.00
5	Ream 22" Drilled Hole - 360'-840' to 28" Drilled H	400	\$183.00	\$73,200.00	460	\$84,180.00		\$84,180.00	115.0%	-\$954.00
6	24" Well Casing	802	\$159.00	\$127,518.00	808	\$128,472.00		\$128,472.00	100.7%	\$590.00
7	18" Well Casing	1,407	\$118.00	\$166,026.00	1402	\$165,436.00		\$165,436.00	99.6%	\$590.00
8	Grouting Set-Up & Removal	2	\$18,000.00	\$36,000.00	2	\$36,000.00		\$36,000.00	100.0%	\$7,280.00
9	Grout Casing 480 + 1856	2,700	\$20.00	\$54,000.00	2336	\$46,720.00		\$46,720.00	86.5%	\$7,280.00
10	Cement Bond Log	1	\$5,882.00	\$5,882.00	1	\$5,882.00		\$5,882.00	100.0%	\$606.00
11	16" Drilled Hole 2210'+2551'	344	\$202.00	\$69,488.00	341	\$68,882.00		\$68,882.00	99.1%	\$606.00
12	Well Development Set-Up & Removal	1	\$10,241.00	\$10,241.00	2	\$700.00		\$700.00	4.2%	\$16,100.00
13	Well Development	48	\$350.00	\$16,800.00	0.75	\$37,986.00		\$37,986.00	75.0%	\$12,662.00
14	Production Pump Test Set-Up & Removal	1	\$50,648.00	\$50,648.00	17.25	\$9,487.50		\$9,487.50	69.0%	\$4,262.50
15	Well Production Pump Test (5.25+12)	25	\$550.00	\$13,750.00	0.8	\$2,080.00		\$2,080.00	80.0%	\$520.00
16	Water Quality Testing	1	\$2,600.00	\$2,600.00						
17	Video Record of Completed Well (Spring)	1	\$2,778.00	\$2,778.00						
18	Pump, Motor, Column, Cable & Airline	1	\$207,066.00	\$207,066.00			\$118,983.77	\$118,983.77	57.5%	\$88,082.23
19	Pitless Unit	1	\$46,070.00	\$46,070.00			\$34,576.00	\$34,576.00	75.1%	\$11,494.00
20	Well Disinfection	2	\$4,661.00	\$9,322.00	1	\$4,661.00		\$4,661.00	50.0%	\$4,661.00
21	Water Manhole	1	\$20,572.00	\$20,572.00	1	\$20,572.00		\$20,572.00	100.0%	\$2,349.00
22	12" Raw Water Main	205	\$87.00	\$17,835.00	178	\$15,486.00		\$15,486.00	86.8%	\$2,349.00
23	12" Pipe Connections, Hydrants & Valves	1	\$13,053.00	\$13,053.00	1	\$13,053.00		\$13,053.00	100.0%	\$9,228.80
24	Site Work and Restoration	1	\$46,144.00	\$46,144.00	0.8	\$36,915.20		\$36,915.20	80.0%	\$9,228.80
25	Electrical Power & Controls	1	\$168,794.00	\$168,794.00	0.18	\$30,558.75		\$30,558.75	18.1%	\$138,235.25
26	Temporary Piping	1	\$9,336.00	\$9,336.00	1	\$9,336.00		\$9,336.00	100.0%	\$12,858.00
27	Test Pump Rental	6	\$2,143.00	\$12,858.00						
28	Sound Barrier Fence	200	\$106.00	\$21,200.00	196	\$20,776.00		\$20,776.00	98.0%	\$424.00
C.O. #1		1	(\$6,337.00)	(\$6,337.00)	1	(\$6,337.00)		(\$6,337.00)	100.0%	
C.O. #2		1	(\$31,885.50)	(\$31,885.50)	1	(\$31,885.50)		(\$31,885.50)	100.0%	
*Item 1 - Actual Well Quantities		1	(\$12,024.00)	(\$12,024.00)	1	(\$12,024.00)		(\$12,024.00)	100.0%	
*Item 2 - Reduce Pump Depth		1	\$16,102.00	\$16,102.00	1	\$16,102.00		\$16,102.00	100.0%	
- 3 vs. 1 SS Check Valves		1								
*Item 3 - Increase from 1200 gpm to		1	\$9,743.00	\$9,743.00	1	\$9,743.00		\$9,743.00	100.0%	
+600 gpm Capacity										
Totals				\$1,962,231.50		\$1,507,011.55	\$153,559.77	\$1,660,571.32	84.6%	\$301,660.18

Stored Material Summary

Contractor's Application

For (contract): Jordan Well Contractor: Layne Christensen Company			Owner's Proj. No.: Engineer's Proj. No.: 3364-12B		Application Number: 7 Application Date: 8/18/2014				
A	B	C	D		E		F	G	
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		
			Date (Mo./Year)	Amount (\$)	Date (Mo./Year)	Subtotal	Date (Mo./Year)	Amount (\$)	Materials Remaining in Storage (\$) (D + E - F)
1097154	2	Item 3 - 30" O.D. x 0.500" API 5-L Steel Pipe - 280 Ft. - "Net"	5/2013	\$34,033.80		\$34,033.80	6/2013	\$34,033.80	
1097150	2	Item 3 - 30" O.D. x 0.500" API 5 - LB Steel Pipe - 120 Ft., plus Excess footage ordered and left over - "zeroing out"	5/2013	\$14,586.00 (\$4,862.00)		\$14,586.00 (\$4,862.00)	6/2013	\$9,724.00	\$4,862.00 (\$4,862.00)
1097160	4	Item 6 - 24" O.D. x 0.500" A53-B Steel Pipe - 210 Ft. Item 5 - 24" OD x 0.500" A53-B Steel Pipe 336 ft.	5/2013	\$14,805.00		\$14,805.00	12/2013	\$14,805.00	
1097161	4	Item 6 - 24" OD x 0.500" A53-B Steel Pipe 294 ft. Excess footage ordered and left over - "zeroing out"	6/2013	\$23,688.00		\$23,688.00	12/2013	\$23,688.00	
1097162	4	Item 7 - 18" OD x 0.500" A53-B Steel Pipe 42 ft.	6/2013	\$20,727.00 (\$2,256.00)		\$20,727.00 (\$2,256.00)	12/2013	\$18,471.00	\$2,256.00 (\$2,256.00)
1097163	4	Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 Ft.	6/2013	\$2,205.00		\$2,205.00	12/2013	\$2,205.00	
1097164	4	Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 ft.	6/2013	\$24,255.00		\$24,255.00	12/2013	\$24,255.00	
		Item 7 - 18" OD x 0.500" A53-B Steel Pipe 462 Ft. Excess footage ordered and left over - "zeroing out"	6/2013	\$24,255.00 (\$1,365.00)		\$24,255.00 (\$1,365.00)	12/2013	\$24,255.00	\$1,365.00 (\$1,365.00)
3307RC-93165504		Item 18 - Pump and Motor - Xylem				\$98,620.00			\$98,620.00
229567		Item 18 - Pump - Flowmatic Valve				\$9,773.67			\$9,773.67
50187077		Item 18 - Pump - Service Wire				\$10,590.10			\$10,590.10
345602		Item 19 - Pitless - Campbell Mfg.				\$34,576.00			\$34,576.00
Totals				\$174,326.80		\$327,886.57		\$174,326.80	\$153,559.77



DUNS 96-884-8734

4608 Bradley Street
Lubbock TX 79415

SOLD TO: LAYNE CHRISTENSEN CO
ATTN: JENNY JANZ
W229 N5005 DUPLAINVILLE
PEWAUKEE
WI 53072 U.S.A

Vendor #: 46837181
Coding: 24885 - 10000
PM Name: J. Heiliger DM A
Or PO (Orig): Mid
Region: Mid

SHIP TO: LAYNE CHRISTENSEN/VALLEY
4601 NORTH 252ND ST
VALLEY
NE 68084 U.S.A

INVOICE			
INVOICE NO.	ORDER NUMBER	DATE	INVOICE DATE
3307RC93165504	4013709	4/01/14	6/27/14
CUSTOMER SERVICE REP.		SALESPERSON	
Jake Hering		140218	
CUSTOMER NO	CUSTOMER PO NUMBER		
35073	187086		
PAYMENT TERMS		FREIGHT TERMS	DUE DATE
22 2% 10TH N60		PPD	8/26/14
CARRIER			SHIP DATE
LTL - see text			6/27/14

Page: 1 of 2

QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	BESTWAY PPD ACKNOWLEDGEMENT BY JAKE HERING ENTERED BY JAKE HERING MARK PACKAGES "PO#187086" ORDER MANAGER: MICHAEL MCGAUGH EMAIL: MICHAEL.MCGAUGH@XYLEMINC.COM GOULDS TAGS CONTACT: TERRY HEILIGER EMAIL: TERRY.HEILIGER@LAYNE.COM CO4013709-001 VIS-BATM08X14RHLC-06X0095 Load No 181918 VIS-BAT 14RJLC 6 STG DUTY POINT: 1400GPM @ 450' TDH @ 1750RPM IMPELLER DIAMETER 9.81" TRIM SUCTION & DISCHARGE SIZE: 14" NEMA, 8" NPT MATL OF CONST: 316LSS BOWLS/316LSS IMPELLERS VESCONITE BRGS, 316SS BOLTING, 316SS T-LOCKS NON-WIT BOWL PERF TEST 14.6-1B W/ CUST APPR	.00	50,776.00
				50,776.00
2	1	SUB35500 SUBMERSIBLE MOTOR MISC. Load No 181919 HIT 250HP 316SS 4P 1800RPM 14" NEMA 3/60/460	.00	47,844.00
				47,844.00

FLOMATIC CORPORATION

15 Pruyn's Island Drive, Glens Falls, NY 12801-4421

Phone: 518-761-9797 or 1-800-833-2040

Fax: 518-761-9798 or 1-800-314-3155

www.flomatic.com e-mail: flomatic@flomatic.com

FLOMATIC® VALVES

Page:

000001

INVOICE**SOLD** LAYNE CHRISTENSEN

TO: W229 N 5005 DUPLAINVILLE RD

PEWAUKEE WI 53072

SHIP LAYNE CHRISTENSEN VALLEY

TO: 4601 N 252 ND ST

VALLEY NE 68064

REQ UPS ALWAYS

ORDER #	SHIP #	LOC.	SHIP VIA	COL / PPD	INVOICE #
1402677	31	01	ESTES	PPD / POL	229567
ORDER DATE	SHIP DATE	CUST #	PURCHASE ORDER #	JOB #	AGENT
4/01/2014	4/16/2014	87447	191095		
					4/16/2014

LINE SEQ #	ITEM NUMBER DESCRIPTION	UOM	QTY'S:	ORDERED	SHIPPED	BACKORDERED	NET
				PRICES:	PER UNIT	EXTENDED	

Tracking Number: 081-0631622

2

EA

3

3

0

4090XSSVFDPLG

3,257.89

9,773.67

9,773.67

CHK VLV, 316SS, 80S6VFD, BOPLG, 8"

BREAKOFF PLUG

Vendor #: 46868489Coding: 24880.1435.10000

PM Name: _____

Or PO Orig.: Terry Heiliger *Region: Mid

Sales Amount	9,773.67
Misc. Charges	.00
Freight & Handling	.00
Sales Tax	.00

Terms: 1% / 10 NET 30

Discount allowed on sales amount only

**INVOICE
TOTAL:**

\$9,773.67

REMIT TO: FLOMATIC CORPORATION

15 PRUYN'S ISLAND DR

GLENS FALLS, NY 12801

No merchandise accepted for exchange or credit without our written permission. All claims for allowance of goods or shortages must be made within 10 days after receipt.

High Quality Valves Built to Last...

ORIGINAL



Remit all payments to:
P.O. Box 890153
Charlotte, NC 28289-0153

INVOICE	
INVOICE NO. 50187077	
DATE 05/07/14	PAGE 1 of 1

Phone: 1-800-624-3572

BILL TO: 120023388

LAYNE-CHRISTENSEN
W229 N5005 DUPLAINVILLE RD
PEWAUKEE, WI 53072
UNITED STATES

Notice:
Please send an email to
credit@servicewire.com if your
company is interested in paying
electronically (ACH/EFT).

LN	ITEM NUMBER/DESCRIPTION	SHIP FROM	UM	QTY ORDERED	QTY SHIPPED	QTY B/O	UNIT PRICE	EXTENDED PRICE
1	PFB350/3GG 350/3 HEAVY DUTY PUMP GG SUBMERSIBLE PUMP CABLE 1 X 430	0200	FT	430	430	0	24.57	10,565.10

Vendor #: 19189819
Coding: 24880.1435.10000
PMT Name: > M.T. Heitger #
On PO Orig: MIO
Region: MIO

Messages:

1 CUT FEE @ \$25

BOL#: S200063059	Shp Via: FEDEX FRT PRIORITY	Sales Order#: S416940
Shp Weight: 2,520	Pro #: 2976303853	Pmt Terms: NET 30
Date Shipped: 05/07/14	FOB: SHIP POINT	PO#: 194513
Salesperson: 232 908	Freight Terms: PREPAID AND ALLOWED	

Remarks:

SOLD TO: 100667250	SHIP TO: 10066728	Product Subtotal	10,565.10
LAYNE-CHRISTENSEN-VALLEY 4601 N 252 ST VALLEY, NE 68064 UNITED STATES	LAYNE-CHRISTENSEN-VALLEY 4601 N 252 ST VALLEY, NE 68064 UNITED STATES	FRT & HNDL	0.00
		CUT CHG	25.00
		STRIPE CHG	0.00
		Total Amount Due	\$ 10,590.10

Past due invoices are subject to late charges at the rate of 1.5% per month (Annual 18%)
*All Sales Subject to Service Wire Company's Terms and Conditions available at www.servicewire.com

**Campbell Manufacturing, LLC**

127 E Spring Street - PO Box 207
Bechtelsville, Pennsylvania 19505-0207
Phone: (610) 367-2107 - (800) 523-0224 - Fax: (610) 369-3580
Email: sales@campbellmfg.com

CUSTOMER INVOICE

Page: 1

Invoice No: 345602
Invoice Date: 3/18/14

Bill To:

LAYNE CHRISTENSEN COMPANY
ATTN: ACCOUNTS PAYABLE
W229 N5005 DUPLAINVILLE RD
PEWAUKEE, WI 53072

Ship To: 0009

LAYNE CHRISTENSEN CO
4601 N 252ND STREET
VALLEY, NE 68064

RECEIVED

MAR 24 2014

MILWAUKEE OFFICEVisit us on the web at www.campbellmfg.com

visit us on the web at www.campbellmfg.com

Customer PO Number	Cust No	Order No	Order Date	Payment Terms	Shipped Via	Freight Terms
186797	LAY4679	320740	02/13/14	2% 15 Days/Net 30	LAKEVILLE MOTOR	ALLOW

Line	Campbell Item Number	Description	U/M	Qty Ordered	List Price	Mult	Extended Net
		Customer Item Number	Whse	Qty Shipped	Net Each		
1	7.5PS2426WBWE08MS8	24" INDUSTRIAL PITLESS 7.5BURY	EA	1.003	34576.0000	.000	
2		QUOTE# 140237	CWI	1.003	34576.0000		34576.00

Vendor #: 35227600

Coding: 24880-1410.10000

PM Name:

Or PO Orig.: Terry Heiligen *

Region: Mid

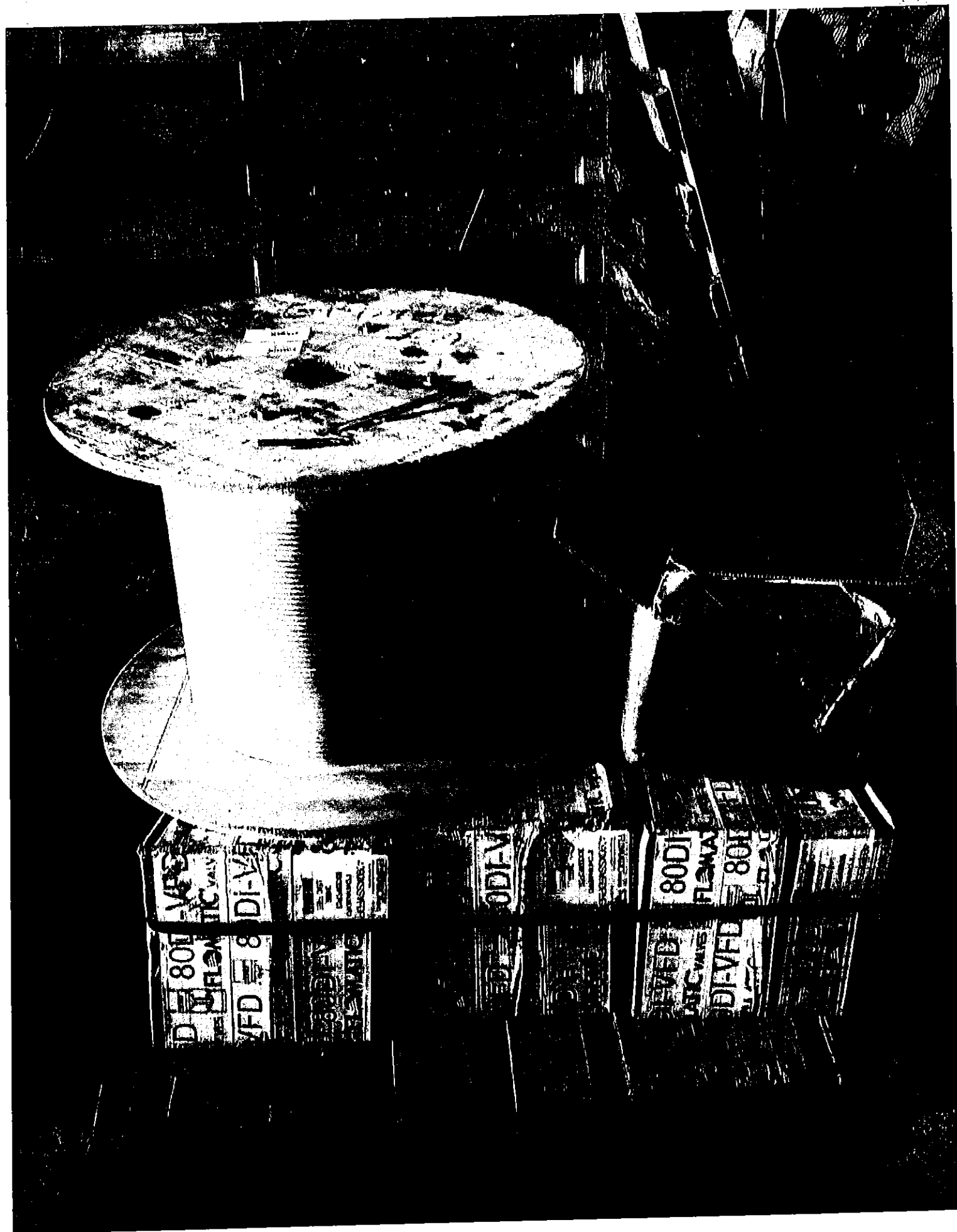
If paid before or on 4/02/14, you may take \$691.52 discount.

PLEASE REMIT TO

Campbell Manufacturing, LLC
127 E Spring Street
PO Box 207
Bechtelsville, PA 19505-0207

NET MERCHANDISE AMOUNT	SHIPPING CHARGES	MISCELLANEOUS CHARGES	TAX	PLEASE PAY THIS AMOUNT
34576.00	.00	.00	.00	34576.00



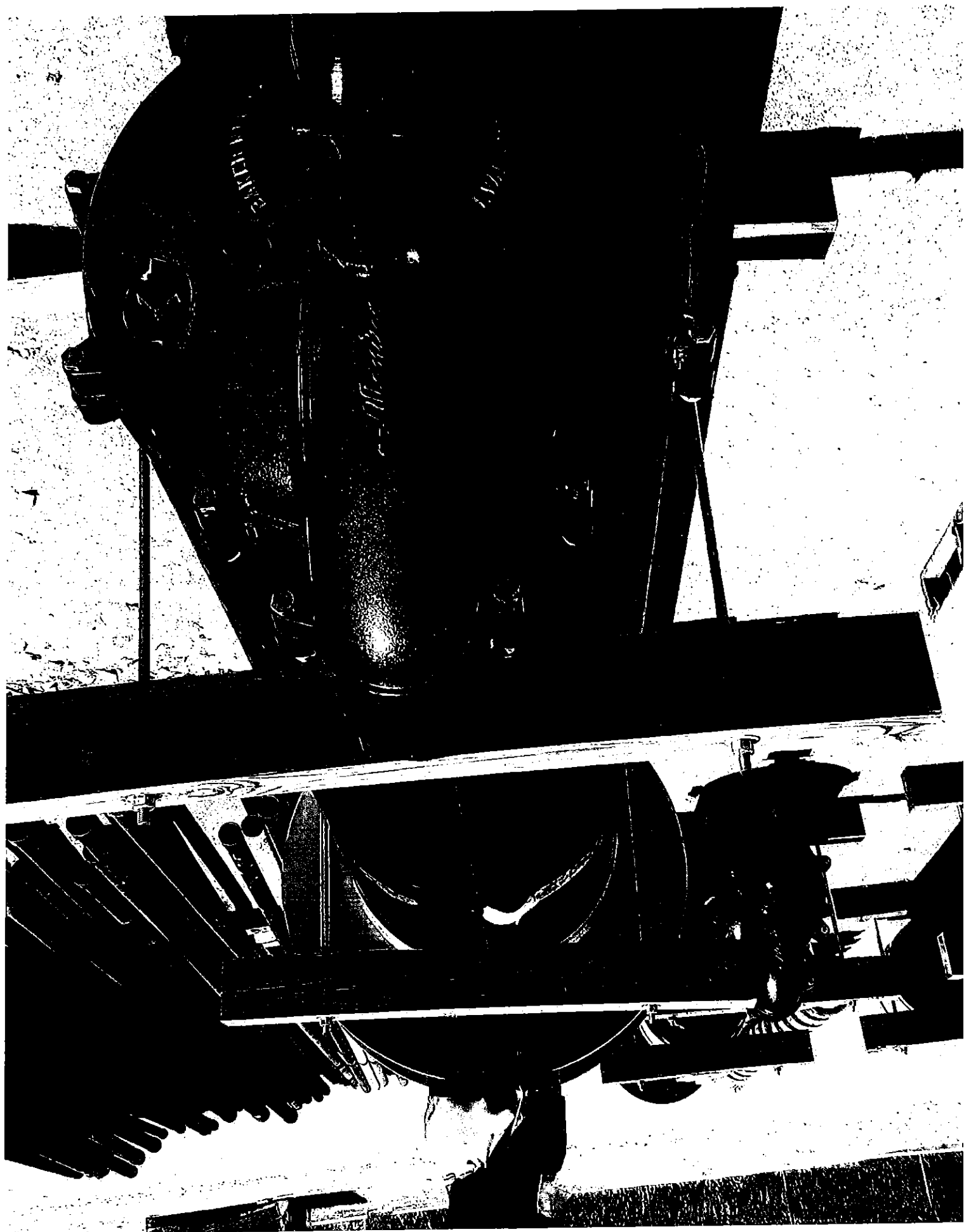




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NEVER allow fork to touch the cable surface or rest on it.

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TRANSMITTAL



FEH Associates Inc.

Architecture | Structural Engineering | Interior Design
604 East Grand Avenue
Des Moines, Iowa 50309-1924
515.288.2000 | FAX 515.288.1999

Date: August 13, 2014
FEH Project No: 2013203.02
Project Name: Grimes Public Library Interior Renovation

From: Michelle Cramblit, FEH Associates Inc.

To: Rochelle Williams, City Clerk – City of Grimes
101 NE Harvey St.
Grimes, IA 50111
515-986-3036
rwilliams@ci.grimes.ia.us

We Transmit: ☒ Attached ☐ Under Separate Cover

Via: ☐ Overnight Delivery ☐ Mail ☐ Priority Mail
☐ Courier ☒ E-mail/Fax ☐ Hand Delivery

For: ☒ Action as Indicated ☐ Information ☐ Use as Requested
☐ Review & Comment ☐ Distribution ☐ Other

The Following: ☐ Drawings ☐ Specifications ☐ Digital Files
☐ Submittal ☐ Pay Request ☒ Other

No. of Copies	Reference No.	Description
(1)		AIA G701 – Change Order #1

Remarks:

Rochelle,
Please find Change Order #1 noted above for the Grimes Public Library Interior Renovation to be reviewed for approval at the next City Council meeting. Please have TBB&M sign this and return to you prior to City Council Meeting.

The Change Order is a compilation of all approved Proposal Requests and Quotes to date. Upon approval and signature by the City Council, please return one fully executed copy to TBB&M and FEH.

Thank you,
Michelle

CC:
Doug Morgan, TBB&M - file
FEH Associates Inc. - file



Document G701™ - 2001

Change Order

PROJECT (Name and address):
Grimes Public Library Interior
Renovation

CHANGE ORDER NUMBER: 001
DATE: 8/13/14

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒

TO CONTRACTOR (Name and address):
TBB&M, LLC
2452 S. Lakeview Dr.
Greenfield, IA 50849

ARCHITECT'S PROJECT NUMBER: 2013203.02
CONTRACT DATE: 5/15/14
CONTRACT FOR: General Construction

FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Proposal Request #1	Refinishing of Wood Doors & Wood Column Bases	\$6,900.00
Proposal Request #2	Add Stud Framing & Wood Blocking for Stability at Wall	\$997.00
Proposal Request #3	Analysis to Review & Repair Existing Lighting	\$1,228.00
Proposal Request #4	Installation of Library's Large Display Cabinet	\$284.00
Proposal Request/Quote	New Floor Box Cover at Existing Floor Box	\$539.00
Proposal Request/Quote	Repair of Floor Cracks & Joint Between Wall & Floor Slab	\$2,361.00
Proposal Request/Quote	Repair Leaking Faucet & Drywall at Janitor Sink & Restroom	\$952.00

The original Contract Sum was	\$	211,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	211,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	13,261.00
The new Contract Sum including this Change Order will be	\$	224,261.00

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FEH Associates Inc.
ARCHITECT (Firm name)

604 E. Grand Ave., Des Moines, IA
50309

ADDRESS

Michelle Cramblit

BY (Signature)

Michelle Cramblit
(Typed name)

August 13, 2014

DATE

TBB&M, LLC

CONTRACTOR (Firm name)

2452 S. Lakeview Dr., Greenfield, IA
50849

ADDRESS

Douglas Morgan

BY (Signature)

Douglas Morgan
(Typed name)

DATE

City of Grimes

OWNER (Firm name)

101 NE Harvey, Grimes, IA 50111

ADDRESS

Tom Armstrong

BY (Signature)

Tom Armstrong
(Typed name)

DATE

Application and Certificate for Payment

TO OWNER: CITY OF GRIMES
101 NE HARVEY
Grimes, IA 50111

PROJECT: Grimes City Hall & Chamber
402 SE 2nd Street, Grimes, IA 50111
101 NE Harvey Street, Grimes, IA 50111

APPLICATION NO: 3
PERIOD TO: 7/31/2014

Distribution to:
OWNER ☒
ARCHITECT ☒
CONTRACTOR ☒
FIELD ☐
OTHER ☐

CONTRACT FOR: Interior remodel

CONTRACT DATE: 4/29/2014

PROJECT NOS: 14014 /

FROM CONTRACTOR: Koester Construction Company, Inc. ARCHITECT:
3050 SE Enterprise Dr., Ste. A
Grimes, IA 50111-5055

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 250,230.00
2. NET CHANGE BY CHANGE ORDERS	\$ 24,907.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 275,137.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 199,401.70

5. RETAINAGE:

a. 5.00 % of Completed Work (Columns D + E on G703)	\$ 9,970.11
b. % of Stored Material (Column F on G703)	\$
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 9,970.11

6. TOTAL EARNED LESS RETAINAGE \$ 189,431.59
(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 84,408.21
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 105,023.38

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 85,705.41
(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$ 24,907.00	\$
TOTAL	\$ 24,907.00	\$
NET CHANGES by Change Order	\$ 24,907.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Koester Construction Company, Inc.

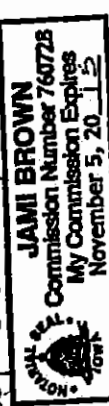
By: [Signature] Date: 8/1/14

State of: _____

County of: _____

Subscribed and sworn to before me this _____

Notary Public: _____
My commission expires: _____



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 105,023.38
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 8/14/2014

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached. In tabulations below, amounts are in US dollars. Use Column I on Contracts where variable retainage for line items may apply.										
APPLICATION NO: 3 APPLICATION DATE: 7/31/2014 PERIOD TO: 7/31/2014 ARCHITECT'S PROJECT NO: 14014										
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)				TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
01	General Conditions	30,805.00	11,000.00		10,563.50		21,563.50	70.00	9,241.50	1,078.18
02	Demolition and Sitework	9,765.00	4,500.00		5,265.00		9,765.00	100.00		488.25
03	Masonry	3,724.00	3,724.00				3,724.00	100.00		186.20
04	Carpentry	48,090.00	18,000.00		22,876.50		40,876.50	85.00	7,213.50	2,043.83
05	Insulation	3,020.00	2,800.00		220.00		3,020.00	100.00		151.00
06	Doors	25,321.00	2,000.00		16,990.75		18,990.75	75.00	6,330.25	949.54
07	Finishes	45,814.00	15,500.00		9,697.70		25,197.70	55.00	20,616.30	1,259.89
08	Specialties	1,261.00			945.75		945.75	75.00	315.25	47.29
09	Mechanical	17,600.00	6,500.00		8,460.00		14,960.00	85.00	2,640.00	748.00
10	Electrical	48,200.00	16,000.00		15,330.00		31,330.00	65.00	16,870.00	1,566.50
11	Bond	4,625.00	4,625.00				4,625.00	100.00		231.25
12	Overhead and Profit	12,005.00	4,201.75		4,201.75		8,403.50	70.00	3,601.50	420.18
13	Change Order #1	24,907.00			16,000.00		16,000.00	64.24	8,907.00	800.00
	Totals	275,137.00	88,850.75		110,550.95		199,401.70	72.47	75,735.30	9,970.11

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



Customer #: 2838

City of Grimes
Attn: Kelley Brown
101 NE Harvey Street
GRIMES, IA 50111

INVOICE DATE	DUE DATE	INVOICE #	TOTAL DUE
08/08/2014	08/23/2014	2015-00000021	\$102,857.28

Please Mail Payment To:
City of Urbandale
Attn: PW Accounts Receivable
3600 86th Street
Urbandale, IA 50322

Amount Enclosed: _____

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

KEEP THIS PORTION FOR YOUR RECORDS

Transaction Description:
142nd Street Project #2014 - 008

FOR BILLING INQUIRIES:
contact Nicole Lunders at 515-331-6752

Item Description					Total Cost
Project #2014 - 008					\$102,857.28
Grimes Portion 142ND STREET					
Item	Description	Unit	Qty	Unit Cost	Extension
1	GRADING	SY	4044.00	\$0.40	\$1,617.60
2	SUBGRADE REPAIR	TON	50.0	\$20.00	\$1,000.00
3	INTERMEDIATE COURSE, 1/2 IN MIX	TON	562.4	\$88.00	\$49,491.20
4	SURFACE COURSE, 1/2 IN MIX	TON	537.6	\$88.00	\$47,308.80
5	PAINTED PAVEMENT MARKINGS, WATERBORNE OR SOLVENT-BASED	STA	45.8	\$9.60	\$439.68
6	SHOULDER ROCK use rock from grading	TON	0.0	\$50.00	\$0.00
7	TRAFFIC CONTROL	LS	1.0	\$3,000.00	\$3,000.00
TOTAL					\$102,857.28

(301.00.4005.1310)

CUSTOMER #	BILLING DATE	DUE DATE	INVOICE #	CHARGES
2838	08/08/2014	08/23/2014	2015-00000021	\$102,857.28
Less Prepayment				\$0.00
Total Due →				\$102,857.28



City of Urbandale
3600 86th Street, Urbandale, IA 50322



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Applicant License BC0015041, Casey's General Store #2520, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

☒ 12 month

☐ 8 month

☐ 6 month

☐ 14 day

☐ 5 day

License Status: Submitted to Local Authority

Original issue date of license: 08/15/1989 MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: 10/01/2014 MM/DD/YYYY

License expiration date: 09/30/2015 MM/DD/YYYY

Number of days notice: 70

70 day notice: 0

Cancel date: MM/DD/YYYY

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1918 SE Hulsizer Road, Ankeny, IA 50021
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Privileges **BC0015041, Casey's General Store #2520, Grimes**

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Select one or more of the privileges you wish to have for your Class C Beer Permit (BC). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:

- ☐ Class B Native Wine Permit
- ☐ Class B Wine Permit (Carryout Wine - Includes Native Wine)
- ☐ Living Quarters
- ☐ Outdoor Service
- ☒ Sunday Sales

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Applicant License **BC0027529, Krueger BP #4, Grimes**

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- ☒ 12 month
- ☐ 8 month
- ☐ 6 month
- ☐ 14 day
- ☐ 5 day

License Status: Submitted to Local Authority

Original issue date of license: 09/06/2001 MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: 09/01/2014 MM/DD/YYYY

License expiration date: 08/31/2015 MM/DD/YYYY

Number of days notice: 70

70 day notice: 0

Cancel date: MM/DD/YYYY

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Privileges BC0027529, Krueger BP #4, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Class C Beer Permit (BC). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:

- ☐ Class B Native Wine Permit
- ☒ Class B Wine Permit (Carryout Wine - Includes Native Wine)
- ☐ Living Quarters
- ☐ Outdoor Service
- ☒ Sunday Sales

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Privileges LC0040226, EL Torito, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Class C Liquor License (LC) (Commercial). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Brew Pub |
| <input type="checkbox"/> | Catering Privilege |
| <input type="checkbox"/> | Class B Native Wine Permit |
| <input type="checkbox"/> | Class B Wine Permit (Carryout Wine - Includes Native Wine) |
| <input type="checkbox"/> | High Proof Brew Pub |
| <input type="checkbox"/> | Living Quarters |
| <input type="checkbox"/> | Outdoor Service |
| <input checked="" type="checkbox"/> | Sunday Sales |

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Applicant License LE0001567, Fareway Stores, Inc. #983, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

LENGTH OF LICENSE REQUESTED:

(Choose one of the following):

- ☒ 12 month
☐ 8 month
☐ 6 month
☐ 14 day
☐ 5 day

License Status: Submitted to Local Authority

Original issue date of license: 09/23/2009 MM/DD/YYYY

Issue date of current license: MM/DD/YYYY

License effective date: 10/01/2014 MM/DD/YYYY

License expiration date: 09/30/2015 MM/DD/YYYY

Number of days notice: 0

70 day notice: 0

Cancel date: MM/DD/YYYY

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➤ Local Endorse

➤ History

Privileges LE0001567, Fareway Stores, Inc. #983, Grimes

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.

The navigation links on the top may also be used to move around the application.

Select one or more of the privileges you wish to have for your Class E Liquor License (LE). If no privileges are applicable please leave all boxes unchecked and hit the next button.

PRIVILEGES:

- ☐ Class B Native Wine Permit
- ☒ Class B Wine Permit (Carryout Wine - Includes Native Wine)
- ☒ Class C Beer Permit (Carryout Beer)
- ☐ Living Quarters
- ☐ Outdoor Service
- ☐ Sunday Sales

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Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

August 19, 2014

Mayor and City Council
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Re: Approval Payment to Corell Contractor Inc. - SE 19th Street project
FOX Ref No: 1005-13A

Dear Mayor and City Council:

The SE 19th Street Reconstruction project in Grimes abuts the NW 62nd Avenue Reconstruction Project in Johnston.

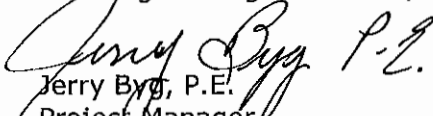
At the City limits between Johnston and Grimes, there is a 48" storm sewer outlet that belongs to Grimes and a 54" storm sewer outlet that belongs to Johnston discharging into a common drainage ditch.

The outlet area was to be protected by rip rap and was shown to be installed on the improvement plans for Johnston. Since this work benefits both Grimes and Johnston, the City of Grimes was to pay 50% of the cost of installing the rip rap.

Corell Contractor Inc. has completed the rip rap installation and has submitted an invoice in the amount of \$7,508.04 for 50% of the cost.

FOX recommends payment of \$7,508.04 to Corell Contractor Inc.

Very truly yours,
FOX Engineering Associates, Inc.


Jerry Byg, P.E.
Project Manager

cc: Kelley Brown, John Gade

Office
1300 Lincoln Street
West Des Moines, Iowa 50265
515.221.9669



Mailing Address
P.O. Box 65430
West Des Moines, Iowa 50265
Fax: 515.221.9778

Fox Engineering
Attn: Jerry Byg
414 S. 17th St, Suite 107
Ames, IA 50010

Invoice No.
2810
08/15/14

DATE				AMOUNT
	Project: NW 62nd Ave Corell Project No: 9966			
	<u>Description / Time</u>	<u>Hour / Qty</u>	<u>Rate</u>	
	Furnish and Install rip rap at outlet connect to existing structure	131.72	57.00	\$7,508.04
	this represents 50% of the installed rip rap			
	Total			<u>\$7,508.04</u>



August 18, 2014

Mayor and City Council
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Re: Approval of Change order 1 and Final Acceptance for 2012 Water Main Improvements
FOX Ref No: 3364-12A

Dear Mayor and City Council:

The 2012 Water Main Improvements Project consisted of installing new 6" and 8" water mains to replace 4" or 6" water mains at various locations in Grimes. Peopleservice indicated that there have been numerous breaks on water mains on certain streets and provided a list of those water mains that should be considered for replacement.

The locations were as follows:

Division I- Base Bid

NE Harvey Street from NE 3rd Street to 150' of NE 7th Street

NE 7th Street from NE Main Street to NE Harvey Street

NE 5th Street from NE Main Street to NE Harvey Street

NE 3rd Street from NE Main Street to NE Harvey Street

Division I – Alternate Bid

NW Calista Court from NW 2nd Street to NW 3rd Street

NW 3rd Street from NW Calista Court to N James Street

Division II – Alternate Bid

NE Main Street from 150' south of SE 2nd Street to 200' South of NE 12th Street

NE 3rd Street from NE Main Street to RR right of way.

FOX Engineering recommended award of the base bid and two alternate bids to Synergy Contracting LLC in the total amount of \$576,112.36

Synergy Contracting LLC has completed the project at a cost of \$592,031.94.

Change Order 1 includes quantity changes and incorporates a change in the scope of work for service lines on NE Main Street. Originally, the contractor was to make a connection from the new main to the service connection on the old main for the houses on the east side of NE Main Street. This work involved removal and replacement of pavement and installing a short piece of service line. The contractor proposed replacing the service line from the new main on the west side of NE Main Street to the stop box on the east side of the NE Main Street in lieu of pavement removal and repair. This change saved some money on the project and replaced service lines from the new water main across NE Main Street.

Other additional costs for the project were due to inaccurate information about existing connections, discovering additional water service lines and not being able to shut down

valves enough to make connections as originally planned. Synergy also re-graded and reseeded areas that were torn up after the wind storm damage of September 19, 2013.

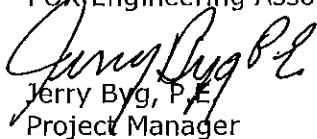
However, these costs were offset by changing the planned location of the water main on NE 3rd Street and NE Calista to eliminate removal and replacement of sidewalk and reseeded instead of sodding areas on NE 3rd Street and NE Calsita.

FOX is very appreciative of the efforts of the Synergy Contracting LLC and their willingness to make these adjustments.

Also, FOX recommends that the contract completion date be extended to not penalize the Synergy Contracting LLC for delays that were beyond their control. The change order extends the completion date up to the date when the project was actually completed.

In regards to the reduction in retainage, Synergy had completed all of their work and there are no known outstanding bills to be paid to subcontractors, therefore FOX is recommending retainage be reduced from 5% of the amount due to \$0.00.

Very truly yours,
FOX Engineering Associates, Inc.


Jerry Byg, P.E.
Project Manager

cc: Kelley Brown, John Gade

Change Order No. 1

Project: 2012 WATERMAIN IMPROVEMENTS	Date of Contract: February 12, 2013
Owner: City of Grimes	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 3364-12A
Contractor: Synergy Contracting LLC	Date of Issuance: August 18, 2014

The Contract Documents are modified as follows upon execution of this Change Order:

DESCRIPTIONS:

- Item 1 Contract quantity adjustments as detailed in attachment. Net deduct of \$28,115.42
- Item 2 Extra work items as detailed in attachment. Add \$44,035.00. Net contract increase of \$15,919.58
- Item 3 Substantial completion date extension to October 1, 2013 and final completion date extension to November 1, 2014 due to additional time required for not being able to shut down existing water mains to make connections and abandonments, additional time to expose existing facilities not located properly and for replacing additional service lines that were found to be connected to the mains being replaced that were assumed to be connected to lines that were not to be abandoned.
- Item 4 Retainage reduce to \$0.00. No work remains to be completed and all subcontractors are paid.

Attachments: Change order summary of quantity adjustments and extra work

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$576,112.36

☐ Increase ☐ Decrease from previously approved Change Orders:

\$

Contract Price prior to this Change Order:

\$576,112.36

☒ Increase ☐ Decrease of this Change Order:

\$15,919.58

Contract Price incorporating this Change Order:

\$592,031.94

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar

Substantial completion: August 1, 2013

Ready for final payment: September 1, 2013

☐ Increase ☐ Decrease from previously approved Change Orders:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion: August 1, 2013

Ready for final payment: September 1, 2013

☒ Increase ☐ Decrease of this Change Order:

Substantial completion (days): 60 days

Ready for final payment (days): 60 days

Contract Times with all approved Change Orders:

Substantial completion: October 1, 2013

Ready for final payment: November 1, 2013

RECOMMENDED:

By: 
Engineer (Authorized Signature)

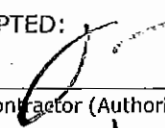
Date: 8/18/14

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 8/18/14

SUMMARY OF QUANTITY CHANGES AND EXTRA WORK

NW 3rd Street and NW Callista						
ALTERNATE BID		Bld Quantity	Unit Price	Contract Cost	Final Quantity	Final cost
Division 1 - General Provision & Covenants						
1.1	Mobilization	1	\$100.00	\$100.00	1	\$100.00
1.2	Traffic Control	1	\$900.00	\$900.00	1	\$900.00
Division 2 - Earthwork						\$0.00
2.1	Pavement Removal and Disposition	245	\$11.84	\$2,900.80	62.4	\$738.82
Division 3- Trench & Trenchless Constuctions						\$0.00
3.1	Trench Foundation	50	\$24.00	\$1,200.00		\$0.00
3.2	Special Backfill	50	\$36.00	\$1,800.00		\$0.00
3.3	Trench Compaction Testing	1	\$100.00	\$100.00		\$0.00
Divison 5 - Water Mains and Appurtenances						\$0.00
5.1	Connection to Existing Water Main	4	\$1,500.00	\$6,000.00	3	\$4,500.00
5.2	Water Main, 8-Inch	0	\$44.40	\$0.00		\$0.00
5.3	Water Main, 6-inch	1,385	\$40.22	\$55,704.70	1385	\$55,704.70
5.4	Water Main, 4-inch	0	\$0.00	\$0.00		\$0.00
5.5	Water Valve, 8-Inch	0		\$0.00		\$0.00
5.6	Water Valve, 6-inch	6	\$983.33	\$5,899.98	6	\$5,899.98
5.7	Water Valve, 4-inch	0	\$0.00	\$0.00		\$0.00
5.8	Tapping Valve and sleeve, 8"x12"	0	\$3,300.00	\$0.00		\$0.00
5.9	Tapping Valve and sleeve, 6"x12"	1	\$2,700.00	\$2,700.00	1	\$2,700.00
5.10	Tapping Valve and sleeve, 4"x8"		\$2,500.00	\$0.00		\$0.00
5.11	Fire Hydrant Assembly	3	\$4,366.67	\$13,100.01	3	\$13,100.01
5.12	Water Service, 3/4" and 1" Copper	120	\$23.33	\$2,799.60	331	\$7,722.23
5.13	Water Service, 1 1/2" PE	0	\$0.00	\$0.00		\$0.00
5.14	Water Service Connection	33	\$393.94	\$13,000.02	33	\$13,000.02
5.15	Curb Stop and Box	3	\$200.00	\$600.00		\$0.00
5.16	Water Main Testing	1	\$100.00	\$100.00	1	\$100.00
Division 7-Streets and Related Work						\$0.00
7.1	Paving, 6-Inch PCC	45	\$53.33	\$2,399.85	28.9	\$1,541.24
7.2	Paving, 6-Inch HMA	0	\$240.00	\$0.00		\$0.00
7.3	Sidewalk, PCC	200	\$54.00	\$10,800.00	33.5	\$1,809.00
7.4	Truncated Dome Panels	32	\$28.13	\$900.16	20	\$562.60
7.5	Pavement Samples and Testing	1	\$100.00	\$100.00		\$0.00
Division 9 - Site Work And Landscaping						
9.1	Sodding	1	\$9,600.00	\$9,600.00		\$0.00
				\$130,705.12		\$108,378.59

Extra work items

Seeding \$2,400.00

Extra Grading \$2,050.00

Extra 6" valves (2 each) \$2,700.00

Extra Sidewalk removal \$1,450.00

\$116,978.59

SUMMARY OF QUANTITY CHANGES AND EXTRA WORK

NE Harvey, NE 5th Street and NE Jacob Street						
	Base Bid	Bid Quantity	Unit Price	Contract Cost	Final Quantity	Final cost
	Division 1 - General Provision & Covenants					
1.1	Mobilization	1	\$6,000.00	\$6,000.00	1	\$6,000.00
1.2	Traffic Control	1	\$1,300.00	\$1,300.00	1	\$1,300.00
	Division 2 - Earthwork					
2.1	Pavement Removal and Disposition	270	\$11.85	\$3,199.50	130.25	\$1,543.46
	Division 3- Trench & Trenchless Constuctions			\$0.00		\$0.00
3.1	Trench Foundation	50	\$24.00	\$1,200.00		\$0.00
3.2	Special Backfill	50	\$36.00	\$1,800.00		\$0.00
3.3	Trench Compaction Testing	1	\$1,800.00	\$1,800.00		\$0.00
	Division 5 - Water Mains and Appurtenances					
5.1	Connection to Existing Water Main	10	\$1,500.00	\$15,000.00	6	\$9,000.00
5.2	Water Main, 8-Inch	2,100	\$45.95	\$96,495.00	2070	\$95,116.50
5.3	Water Main, 6-Inch	165	\$38.18	\$6,299.70	165	\$6,299.70
5.4	Water Main, 4-Inch	40	\$25.00	\$1,000.00		\$0.00
5.5	Water Valve, 8-Inch	3	\$1,366.67	\$4,100.01	3	\$4,100.01
5.6	Water Valve, 6-Inch	4	\$975.00	\$3,900.00	3	\$2,925.00
5.7	Water Valve, 4-Inch	2	\$850.00	\$1,700.00	2	\$1,700.00
5.8	Tapping Valve and sleeve, 8"x12"	0	\$3,300.00			\$0.00
5.9	Tapping Valve and sleeve, 6"x12"	1	\$2,700.00	\$2,700.00	1	\$2,700.00
5.10	Tapping Valve and sleeve, 4"x8"	1	\$2,500.00	\$2,500.00		\$0.00
5.11	Fire Hydrant Assembly	4	\$4,375.00	\$17,500.00	4	\$17,500.00
5.12	Water Service, 3/4" and 1" Copper	187	\$23.53	\$4,400.11	447	\$10,517.91
5.13	Water Service, 1 1/2" PE	470	\$20.00	\$9,400.00	510	\$10,200.00
5.14	Water Service Connection	17	\$476.47	\$8,099.99	21	\$10,005.87
5.15	Curb Stop and Box	4	\$325.00	\$1,300.00	6	\$1,950.00
5.16	Water Main Testing	1	\$1,200.00	\$1,200.00	1	\$1,200.00
	Division 7-Streets and Related Work					
7.1	Paving, 6-Inch PCC	60	\$53.33	\$3,199.80	101.25	\$5,399.66
7.2	Paving, 6-Inch HMA	40	\$240.00	\$9,600.00		\$0.00
7.3	Sidewalk, PCC	75	\$53.33	\$3,999.75	29	\$1,546.57
7.4	Truncated Dome Panels	32	\$28.13	\$900.16	24	\$675.12
7.5	Pavement Samples and Testing	1	\$600.00	\$600.00		\$0.00
	Division 9 - Site Work And Landscaping					
9.1	Hydro Seed	1	\$1,800.00	\$1,800.00	1	\$1,800.00
				\$210,994.02		\$191,479.81

Extra work Items

Connection to 12" water main north of NE 7th on NE Harvey	\$10,200.00
Additional 4" abandonment NE 7th and Jacob	\$1,050.00
Service to 212 NE Harvey Street	\$1,800.00
Additional 4" abandonment NE 5th and Jacob Streets	\$2,300.00
Additional Concrete for abandonment/shutdown	\$1,085.00
	\$207,914.81

SUMMARY OF QUANTITY CHANGES AND EXTRA WORK

North Main Street and NE 3rd Street ALTERNATE BID #2		Bid Quantity	Unit Price	Contract Cost	Final Quantity	Final cost
Division 1 - General Provision & Covenants						
1.1	Mobilization	1	\$100.00	\$100.00	1	\$100.00
1.2	Traffic Control	1	\$1,300.00	\$1,300.00	1	\$1,300.00
Division 2 - Earthwork						
2.1	Pavement Removal and Disposition	322	\$11.80	\$3,799.60	108.7	\$1,282.66
Division 3- Trench & Trenchless Constuctions						
3.1	Trench Foundation	50	\$24.00	\$1,200.00		\$0.00
3.2	Special Backfill	50	\$36.00	\$1,800.00		\$0.00
3.3	Trench Compaction Testing	1	\$100.00	\$100.00		\$0.00
Divison 5 - Water Mains and Appurtenances						
5.1	Connection to Existing Water Main	3	\$1,633.33	\$4,899.99	4	\$6,533.32
5.2	Water Main, 8-Inch	2,480	\$44.40	\$110,112.00	2480	\$110,112.00
5.3	Water Main, 6-Inch	320	\$38.44	\$12,300.80	320	\$12,300.80
5.4	Water Main, 4-inch		\$0.00	\$0.00		\$0.00
5.5	Water Valve, 8-Inch	4	\$1,375.00	\$5,500.00	4	\$5,500.00
5.6	Water Valve, 6-Inch	1	\$1,000.00	\$1,000.00	1	\$1,000.00
5.7	Water Valve, 4-Inch	0	\$850.00	\$0.00	1	\$850.00
5.8	Tapping Valve and sleeve, 8"x12"	1	\$3,300.00	\$3,300.00	1	\$3,300.00
5.9	Tapping Valve and sleeve, 6"x12"	0	\$0.00	\$0.00		\$0.00
5.10	Tapping Valve and sleeve, 4"x8"	1	\$2,500.00	\$2,500.00		\$0.00
5.11	Fire Hydrant Assembly	7	\$4,371.43	\$30,600.01	7	\$30,600.01
5.12	Water Service, 3/4" and 1" Copper	310	\$23.55	\$7,300.50	1995	\$46,982.25
5.13	Water Service, 1 1/2" PE	0	\$20.00			\$0.00
5.14	Water Service Connection	52	\$400.00	\$20,800.00	46	\$18,400.00
5.15	Curb Stop and Box	6	\$216.67	\$1,300.02	6	\$1,300.02
5.16	Water Main Testing	1	\$100.00	\$100.00	1	\$100.00
Division 7-Streets and Related Work						
7.1	Paving, 6-Inch PCC	78	\$53.85	\$4,200.30	104.8	\$5,643.48
7.2	Paving, 6-Inch HMA	80	\$240.00	\$19,200.00		\$0.00
7.3	Sidewalk, PCC	5	\$60.00	\$300.00	3.9	\$234.00
7.4	Truncated Dome Panels	8	\$25.00	\$200.00	8	\$200.00
7.5	Pavement Samples and Testing	1	\$100.00	\$100.00		\$0.00
Division 9 - Site Work And Landscaping						
9.1	Hydro Seed	1	\$2,400.00	\$2,400.00	1	\$2,400.00
				\$234,413.22		\$248,138.54

Extra Work Items

Fire line connection at 512 NE Main Street	\$6,900.00
2" Service connection for 301 NE 4th Street	\$2,100.00
Investigate sewer at 505 NE Main Street	\$3,800.00
Searching for 4" connection on NE Main Street	\$3,900.00
Abandonment of 4" connection on NE Main Street	\$2,300.00
	\$267,138.54

Certificate of Substantial Completion

Project: 2012 WATERMAIN IMPROVEMENTS	Date of Contract: February 12, 2013
Owner: City of Grimes	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 3364-12A
Contractor: Synergy Contracting LLC	

This Certificate of Substantial Completion applies to:

☒ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion: October 1, 2013

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

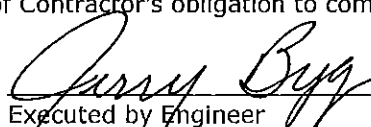
☐ Amended Responsibilities ☒ Not Amended

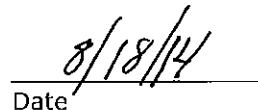
Owner's Amended Responsibilities:

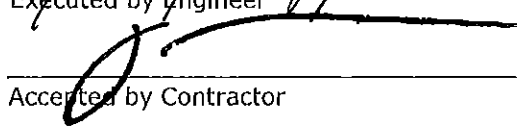
Contractor's Amended Responsibilities:

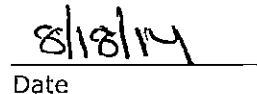
The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.


Executed by Engineer


Date


Accepted by Contractor


Date

Accepted by Owner

Date

Engineer's Statement of Completion

Project: 2012 WATERMAIN IMPROVEMENTS	Date of Contract: February 12, 2013
Owner: City of Grimes	Owner's Contract No.:
Engineer: FOX Engineering	Engineer's Project No.: 3364-12A
Contractor: Synergy Contracting LLC	

I hereby state that the construction of **2012 Water Main Improvements** project by a Contract dated **February 12, 2013** has been satisfactorily completed in general compliance with the terms, conditions, and stipulations of said Contract.

The work was completed on **November 1, 2013**. The original contract completion date was September 1, 2013 and was extended by change order to **November 1, 2013**. This time extension was allowed because of extra work items and delays to the contractor due to lack information and Peopleservice not being able to shut down water mains to make connections or abandon existing water mains.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is **\$592,031.94**.

The derivation of this total amount is tabulated on the attached sheet.

Previous payments of \$526,502.55 have been made leaving \$65,529.39 to be paid to the contractor. and should be paid after the acceptance of the construction by resolution of the City Council. There is not retainage held because the contractor has completed all work and has paid all of his subcontractors.

Signed:

FOX Engineering Associates

By: 

Iowa Registration No.: 8361

Date: Aug 19, 2014

FOX PN: 3364-12A

Accepted by:

Owner: _____

Resolution: _____

Date: _____

Signed: _____

Title: _____

Attest: _____

Distribution:


Engineer
Contractor
Owner
IDNR

Unit Price Contract

To (Owner): City of Grimes

1.	ORIGINAL CONTRACT PRICE.....	\$	576,112.36
2.	Net change by Change Orders.....	\$	15,919.58
3.	Current Contract Price (Line 1 + 2).....	\$	592,031.94
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$	592,031.94
5.	RETAINAGE:		
	a. 5% X \$592,031.94 Work Completed.....	\$	29,601.60
	b. 5% X _____ Stored Material.....	\$	
	c. Less Total Retainage Released Early.....	\$	29,601.60
	d. Total Retainage (Line 5a + Line 5b - Line 5c).....	\$	0.00
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$	592,031.94
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	526,502.55
8.	AMOUNT DUE THIS APPLICATION.....	\$	65,529.39
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$	0.00

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of \$ 65,529.39
 (Line 8 or other - attach explanation of the other amount)
 is recommended by: 
 (Engineer) 8/18/14
 (Date)

Payment of \$ _____
 (Line 8 or other - attach explanation of the other amount)
 is approved by: _____
 (Owner) _____
 (Date) _____

Progress Estimate

Contractor's Application

For (e 2012 Grimes Water Program		Owner's Proj. No.:		Application Number:		No. 6	
Contractor: Northern Escrow / Synergy Contracting LLC		Engineer's Proj. No.: 3364-12A		Application Date: 8/14/2014			
A		B		C		D	
Item		Unit Price		Estimate Quantity Installed		Materials Presently Stored (not in	
Description		Final Quantity		Bid Value		Value	
Bld						Total Completed and Stored to Date (D + E)	
						Date (D + E)	
						%	
						(F / B)	
						Balance to Finish (B - F)	

Progress Estimate

For (c) 2012 Grimes Water Program

Contractor: Northern Escrow / Synergy Contracting LLC

Contractor's Application

Owner's Proj. No.: 3364-12A
Application Number: NO. 6
Application Date: 8/14/2014

A		B		C	D	E	F	G
Item		Unit Price		Bid Value	Estimate Quantity Installed	Materials Presently Stored (not in)	Total Completed and Stored to Date (D + E)	Balance to Finish (G - F)
Bid	Description	Final Quantity				Value	% (F / B)	
ALTERNATE BID								
NW 3rd Street and NW Callista								
Division 1 - General Provision & Covenants								
1.1	Mobilization	1	\$100.00	\$100.00	1	\$100.00	100.0%	
1.2	Traffic Control	1	\$900.00	\$900.00	1	\$900.00	100.0%	
Division 2 - Earthwork								
2.1	Pavement Removal and Disposition	62.4	\$11.84	\$738.82	62.4	\$738.82	100.0%	
Division 3- Trench & Trenchless Constuctions								
3.1	Trench Foundation							
3.2	Special Backfill		\$24.00					
3.3	Trench Compaction Testing		\$36.00					
Division 5 - Water Mains and Appurtenances								
5.1	Connection to Existing Water Main	3	\$1,500.00	\$4,500.00	3	\$4,500.00	100.0%	
5.2	Water Main, 8-Inch		\$44.40					
5.3	Water Main, 6-Inch	1,385	\$40.22	\$55,704.70	1,385	\$55,704.70	100.0%	
5.4	Water Valve, 8-Inch							
5.5	Water Valve, 6-Inch							
5.6	Water Valve, 4-Inch	6	\$983.33	\$5,899.98	6	\$5,899.98	100.0%	
5.8	Tapping Valve and sleeve, 8"x12"							
5.9	Tapping Valve and sleeve, 6"x12"	1	\$3,300.00	\$3,300.00	1	\$3,300.00	100.0%	
5.10	Tapping Valve and sleeve, 4"x8"							
5.11	Fire Hydrant Assembly	3	\$4,366.67	\$13,100.01	3	\$13,100.01	100.0%	
5.12	Water Service, 3/4" and 1" Copper	331	\$23.33	\$7,722.23	331	\$7,722.23	100.0%	
5.13	Water Service, 1 1/2" PE							
5.14	Water Service Connection	33	\$993.94	\$33,000.02	33	\$33,000.02	100.0%	
5.15	Curb Stop and Box							
5.16	Water Main Testing	1	\$100.00	\$100.00	1	\$100.00	100.0%	
Division 7- Streets and Related Work								
7.1	Paving, 6-Inch PCC	28.9	\$53.33	\$1,541.24	28.9	\$1,541.24	100.0%	
7.2	Paving, 6-Inch HMA							
7.3	Sidewalk, PCC	33.5	\$240.00	\$8,040.00	33.5	\$8,040.00	100.0%	
7.4	Truncated Dome Panels	20	\$54.00	\$1,080.00	20	\$1,080.00	100.0%	
7.5	Pavement Samples and Testing		\$28.13	\$562.60		\$562.60	100.0%	
Division 9 - Site Work And Landscaping								
9.1	Sodding		\$9,600.00					
Extra Work Items								
	Seeding	1	\$2,400.00	\$2,400.00	1	\$2,400.00	100.0%	
	Extra Grading	1	\$2,050.00	\$2,050.00	1	\$2,050.00	100.0%	
	Extra 6" valves (2 each)	1	\$2,700.00	\$2,700.00	1	\$2,700.00	100.0%	
	Extra Sidewalk removal	1	\$1,450.00	\$1,450.00	1	\$1,450.00	100.0%	

Progress Estimate

For (o 2012 Grimes Water Program

Contractor's Application

Contractor			Northern Escrow / Synergy Contracting LLC			Owner's Proj. No.: 3364-12A			Application Number: 8/14/2014			No. 6																	
A			B			C			D			E			F			G											
Item			Final Quantity			Unit Price			Bid Value			Estimate Quantity Installed			Value			Materials Presently Stored (not in)			Total Completed and Stored to Date (D + E)			% (F / B)			Balance to Finish (B - F)		
Description																													
ALTERNATE BID #2																													
North Main Street and NE 3rd Street																													
Division 1 - General Provision & Covenants																													
1.1	Mobilization		1		\$100.00		\$100.00				1		\$100.00				\$100.00							100.0%					
1.2	Traffic Control		1		\$1,300.00		\$1,300.00				1		\$1,300.00				\$1,300.00							100.0%					
Division 2 - Earthwork																													
2.1	Pavement Removal and Disposition		108.7		\$11.80		\$1,282.66				108.7		\$1,282.66				\$1,282.66							100.0%					
Division 3 - Trench & Trenchless Constuctions																													
3.1	Trench Foundation				\$24.00																								
3.2	Special Backfill				\$36.00																								
3.3	Trench Compaction Testing				\$100.00																								
Division 5 - Water Mains and Appurtenances																													
5.1	Connection to Existing Water Main		4		\$1,633.33		\$6,533.32				4		\$6,533.32				\$6,533.32							100.0%					
5.2	Water Main, 8-inch		2,480		\$44.40		\$110,112.00				2,480		\$110,112.00				\$110,112.00							100.0%					
5.3	Water Main, 6-inch		320		\$38.44		\$12,300.80				320		\$12,300.80				\$12,300.80							100.0%					
5.4	Water Main, 4-inch																												
5.5	Water Valve, 8-inch		4		\$1,375.00		\$5,500.00				4		\$5,500.00				\$5,500.00							100.0%					
5.6	Water Valve, 6-inch		1		\$1,000.00		\$1,000.00				1		\$1,000.00				\$1,000.00							100.0%					
5.7	Water Valve, 4-inch		1		\$850.00		\$850.00				1		\$850.00				\$850.00							100.0%					
5.8	Tapping Valve and sleeve, 8"x12"		1		\$3,300.00		\$3,300.00				1		\$3,300.00				\$3,300.00							100.0%					
5.9	Tapping Valve and sleeve, 6"x12"																												
5.10	Tapping Valve and sleeve, 4"x8"																												
5.11	Fire Hydrant Assembly		7		\$2,500.00		\$17,500.00				7		\$17,500.00				\$17,500.00							100.0%					
5.12	Water Service, 3/4" and 1" Copper		1,995		\$4,371.43		\$8,718.87				1,995		\$8,718.87				\$8,718.87							100.0%					
5.13	Water Service, 1 1/2" PE				\$23.55		\$46,982.25						\$46,982.25				\$46,982.25							100.0%					
5.14	Water Service Connection		46		\$400.00		\$18,400.00				46		\$18,400.00				\$18,400.00							100.0%					
5.15	Curb Stop and Box		6		\$216.67		\$1,300.02				6		\$1,300.02				\$1,300.02							100.0%					
5.16	Water Main Testing		1		\$100.00		\$100.00				1		\$100.00				\$100.00							100.0%					
Division 7 - Streets and Related Work																													
7.1	Paving, 6-inch PCC		104.8		\$53.85		\$5,643.48				104.8		\$5,643.48				\$5,643.48							100.0%					
7.2	Paving, 6-inch HMA				\$240.00																								
7.3	Sidewalk, PCC		3.9		\$60.00		\$234.00				3.9		\$234.00				\$234.00							100.0%					
7.4	Truncated Dome Panels		8		\$25.00		\$200.00				8		\$200.00				\$200.00							100.0%					
7.5	Pavement Samples and Testing				\$100.00																								
Division 9 - Site Work And Landscaping																													
9.1	Hydro Seed		1		\$2,400.00		\$2,400.00				1		\$2,400.00				\$2,400.00							100.0%					
Extra Work Items																													
Fire line connection at 512 NE Main Street																													
2" Service connection for 301 NE 4th Street																													
Investigate sewer at 505 NE Main Street																													
Searching for 4" connection on NE Main Street																													
Abandonment of 4" connection on NE Main Street																													
Totals																													

Contractor's Application

For (contract): 2012 Grimes Water Program				Owner's Proj. No.:	Application Number: No. 6
Contractor: Northern Excrow / Synergy Contracting LLC				Engineer's Proj. No.:	Application Date: 8/14/2014
A	B	C	D		

Invoice No.	Shop Drawing Transmittal No.	Materials Description	D		E		F		G Materials in Storage (\$) (D + E - F)
			Stored Previously		Stored this Month		Incorporated in Work		
			Date (Mo./Year)	Amount (\$)	Amount (\$)	Subtotal	Date (Mo./Year)	Amount (\$)	
				\$121,005.47				\$121,005.47	
Totals				\$121,005.47				\$121,005.47	

P.O. No. _____

14102

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Northway Well + Pump Company
Name
100 6th St., Waukee, IA 50263
Address
515-987-4575
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
Replace Well #100 Pumping Unit			\$ 10,732.75
(Pump + Motor)			

PURCHASE JUSTIFICATION: Well #100 Failed Sunday night. Pulled pump +
motor + found to be in poor condition. Need to meet water demand.

DEPARTMENT: Water

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: A. Voss DATE: 8-14-14

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelly L. Brown - MAYOR APPROVAL 8/15/14 8-15-14
Kelly L. Brown City Administrator/Clerk Date

Council Approval date: (if over \$2500)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy

P.O. No. _____

14095

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier MUNICIPAL SUPPLY
Name _____

Address _____

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
METERS	80	(48) 3/4" + (32) 1"	11,840.00
METER CONNECTORS	80	(50) 3/4" + (30) 1"	1137.40
TOUCH PADS AND SECURITY KEYS	6		92.58
TOTAL -			13,070.08

PURCHASE JUSTIFICATION: NEW METER INSTALLS

DEPARTMENT: _____

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: S. STANTON

DATE: _____

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown
Kelley L. Brown City Administrator/Clerk DD

8-12-14

Date

Council Approval date: (if over \$2500)

☐ Purchaser's Copy

☐ Vendor's Copy

☐ File Copy



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MISSISSIPPI LIME COMPANY

P.O. Box 840033
Kansas City, MO 64184-0033

Phone: 800-437-5463

314-543-6300

Fax: 314-543-6570



RECEIVED AUG 11

Invoice Number: 1160648

Terms: NET 15 DAYS

Date: 08/08/2014

Bill To : GRIMES IA CITY OF
83302 101 NORTH HARVEY STR
GRIMES, IA 50111 USA

Ship To : GRIMES IA CITY OF
83303 C/O PEOPLE SERVICE
7850 NW 128TH ST
GRIMES, IA 50111 US

Shipment Date	Product Number	Product Description	Quantity UOM	Unit Price	Amount
08/08/2014	247	GRAN STANDARD QUICKLIME~ - CaO	24.090 TN	\$145.00	\$3,493.05

Bill of Lading:

VIA: TRUCK

FOB: STE GENEVIEVE, MO

Order #: 541260-1

Customer PO: 14090

Carrier: CCI

Trailer No: 7936

Freight Terms: COLLECT

Net Weight: 48,180.000

Subtotal: \$3,493.05

Total Tax : \$0.00

Note: Pricing includes palletizing and stretch wrapping where applicable.

Total Amount Due: \$3,493.05

cc copy 82614

P.O. No. _____

14090

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Mississippi Lime
Name

Address

Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
<u>Lime</u>	<u>24.09 Tons</u>	<u>145⁰⁰</u>	
<u>Freight</u>			
			<u>5,409.34</u>

PURCHASE JUSTIFICATION: Needed To Process Drinking Water.

DEPARTMENT: _____

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: J. Waters DATE: 8-8-14
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown 05 8-11-14
Kelley L. Brown City Administrator/Clerk Date

Council Approval date: (if over \$2500)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy

Landscapes By Design, Inc.

Landscapes By Design, Inc.

PO Box 506
Slater, IA 50244

(515)685-2508
www.Landscapes-By-Design.com



Invoice

Date	Invoice No.
07/31/2014	9370
Terms	Due Date
Due on receipt	07/31/2014

Bill To
City of Grimes 101 NE Harvey St. Grimes, IA 50111

PO Please

Amount Due	Enclosed
\$3,747.50	

Please detach top portion and return with your payment.

				Sales Rep
				Weston Wunder
Date	Activity	Quantity	Rate	Amount
07/31/2014	32 Hosta - Additional as requested by city and Fox - Installed 6/6/14	32	12.50	400.00
07/31/2014	Hardwood Mulch: one cubic yard covers about 100 square feet spread at 3-4" thick - per cubic yard - Additional as requested by city and Fox - Spread an additional 5 cubic yards	5	38.50	192.50
07/31/2014	Additional labor to strip sod along SE Main Project - Planting beds where sodded and not graded, we also had to strip all sod for new planting areas that where added to project - total labor to strip and grade beds - 30 man hours - Completed 6/3/14 - Hans/Andrew/Dan	30	55.00	1,650.00
07/31/2014	Remove debris from site - per trailer load - Haul of sod and dispose of off site - total of 3 dump truck loads - includes loading and trucking time	3	125.00	375.00
07/31/2014	Preen - preen additional beds	1	85.00	85.00
07/31/2014	Knock out shrub roses - 10 Total - Additional as requested by city and fox	10	38.50	385.00
07/31/2014	Additional labor to plant - 32 hosta - 10 roses - spread mulch - total of 12 hrs on 6/6/14	12	55.00	660.00
07/31/2014	This invoice is additional to the SE Main Street Project, additional plant materials where requested and where installed. We also had additional time in the preparation of planting beds. These items where discussed with City and Fox Engineering, all additional work was tracked for time and materials. Thanks for your continued business. Weston Wunder			
07/31/2014	No sales tax - new construction for City of Grimes			
			Total	\$3,747.50

Terms: Net 10. Accounts not paid within 10 days will be charged 1.5% SERVICE CHARGE on the unpaid balance or \$.50 cents whichever is greater will be added to your account. Landscapes By Design, Inc. accepts cash, check, Visa or Mastercard. There is a 3% service charge when using a credit card.

RECORDED AUG 1 3 1974

MURPHY

TRACTOR & EQUIPMENT CO., INC.

Murphy Tractor & Equipment Co., Inc.
5087 E Broadway Ave.
Des Moines, IA 50317
Phone: 515-263-0055
Toll Free: 800-822-2212
Fax: 515-263-0002



JOHN DEERE

Invoice To Account No.: 14000159

Deliver To:

SERVICE INVOICE

CITY OF GRIMES EQUIPMEN KEVIN KESTEL 101 N. HARVEY GRIMES IA 50111	CITY OF GRIMES 101 N. HARVEY GRIMES IA 50111	Invoice Number: 172880
		Invoice Date: 8/7/2014
		Branch: 14
		Repair Order Number: 35549
		Payment Type: Finance
Bus Phone: 515-986-3036 Prv Phone:	Bus Phone: 515-986-3036 Prv Phone:	Page: 1 of 3

Gen1- Retail
COMPLAINT:
Diagnose A/C

PO #

\$1,098.54

CAUSE:
blown hose on hi psi side from condenser to reciever dryer

CORRECTION:
nitrogen charged ac system found blown hose as stated went to remove fitting oxidized and destroyed fitting on condenser
ordered new removed found oil cooler and radiator full of debris and cleaned and blew out installed new condenser,
reciever dryer and line vacumed down and held, added ac oil and freon, 4 lbs of freon ran was 30degrees below annient
air temp cleaned up mess, put tin wear back on

Freon					\$33.33
Service Accessories					\$96.50
<u>Part Number</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Value</u>	<u>Taxed Ind</u>
AT162848	RECEIVER-D	1.00	111.10	\$111.10	N
AT184522	VAPOR COND	1.00	893.42	\$893.42	N
AT193499	REFRIGERAN	1.00	157.04	\$157.04	N
FREIGHT	FREIGHT & SHIPPING	1.00	42.68	\$42.68	N
R10093	O-RING	3.00	1.86	\$5.58	N
R113050	O-RING	1.00	1.73	\$1.73	N

MURPHY

TRACTOR & EQUIPMENT CO., INC.

Murphy Tractor & Equipment Co., Inc.
5087 E Broadway Ave.
Des Moines, IA 50317
Phone: 515-263-0055
Toll Free: 800-822-2212
Fax: 515-263-0002



JOHN DEERE

Invoice To Account No.: 14000169

Deliver To:

SERVICE INVOICE

CITY OF GRIMES EQUIPMEN KEVIN KESTEL 101 N. HARVEY GRIMES IA 50111	CITY OF GRIMES 101 N. HARVEY GRIMES IA 50111	Invoice Number: 172880
		Invoice Date: 8/7/2014
		Branch: 14
		Repair Order Number: 35549
		Payment Type: Finance
Bus Phone: 515-986-3038	Bus Phone: 515-986-3038	Page: 2 of 3
Prv Phone:	Prv Phone:	

Gen1- Retail
T158424

WASHER

8.00 6.50 \$52.00 N

Labor: \$1,098.54 Parts: \$1,220.87 Sublet: \$33.33 Misc: \$139.18 Total: \$2,491.92

Gen2- Retail

COMPLAINT:

\$280.07

Hyd Line and Trans Cooler Lines

CAUSE:

checked over tractor found trans oil down 5 quarts of trans oil added 5 quarts hygaud total checked for leaks removed mat and floorboard saw wet hose ordered parts on this workorder and will do repairs on another when tractor is returned also added 1 gallon antifreeze to radiator checked for leaks and tightened hose clamps looks like top radiator hose was wet and clamt did tighten up

CORRECTION:

Hyd Line and Trans Cooler Lines

Part Number	Description	Quantity	Unit Nelt	Value	Taxed Ind
AL150585	FITTING PL	1.00	44.03	\$44.03	N
AT301917	HOSE CLAMP	4.00	3.41	\$13.64	N
L55580	O-RING	1.00	1.95	\$1.95	N
R134A	REFRIGERANT	4.00	8.29	\$33.16	N
T185826	Clamp	2.00	3.66	\$7.32	N
TY22028	HY-GARD TM	5.00	3.69	\$18.45	N
TY22563	BULK HOSE	300.00	0.35	\$105.00	N
TY28575	COOL-GARD TM	1.00	14.51	\$14.51	N



TRACTOR & EQUIPMENT CO., INC.

Murphy Tractor & Equipment Co., Inc.
5087 E Broadway Ave.
Des Moines, IA 50317
Phone: 515-263-0055
Toll Free: 800-822-2212
Fax: 515-263-0002



JOHN DEERE

Invoice To Account No.: 14000159

Deliver To:

SERVICE INVOICE

CITY OF GRIMES EQUIPMEN KEVIN KESTEL 101 N. HARVEY GRIMES IA 50111 Bus Phone: 515-988-3036 Prv Phone:	CITY OF GRIMES 101 N. HARVEY GRIMES IA 50111 Bus Phone: 515-988-3036 Prv Phone:	Invoice Number: 172880 Invoice Date: 8/7/2014 Branch: 14 Repair Order Number: 35549 Payment Type: Finance Page: 3 of 3
--	---	---

Gen2- Retail XAS-B-27	HOSE SLEEV	12.00	0.68	\$8.16	N
--------------------------	------------	-------	------	--------	---

Labor: \$280.07 Parts: \$246.22 Sublet: \$0.00 Misc: \$0.00 Total: \$526.29

Please remit payments to John Deere Financial at the address shown on your statement.

Finance Information		Labor: \$1,378.61
Customer PO No.:	Type: Power Plan Auth. No.: 425383	Parts: \$1,467.09
Tax Exempt No.: ON FILE	Merchant No.: 88000412	Sublet: \$33.33
Advisor: DANIELLE LONG	Card No.: xxxxxxxxxxxx6506	Misc: \$139.18
	Bill Code: 460 - WORK ORDER	Sales Tax: \$0.00
	Credit Plan: 249 - PURCHASE	Total: \$3,018.21

TERMS AND CONDITIONS

Repayment Terms:

This purchase is subject to the terms of the issuer's credit agreement. I grant the issuer a purchase money security interest, except as limited in that agreement, in the goods described. Please remit payments to PowerPlan at the address shown on your PowerPlan statement.

Received by: Date:

P.O. No. _____

14162

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Murphy John Deere
Name

5087 E Broadway Ave Des Moines IA 50317
Address

Phone Number/Fax Number _____

ITEMS	QTY	UNIT PRICE	TOTAL
-------	-----	------------	-------

Invoice # 172880

3,018.21

PURCHASE JUSTIFICATION: Repair leaks and A/C

DEPARTMENT: Streets

LINE ITEM: _____

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: [Signature] DATE: 8-13-14

PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley Brown
Kelley L. Brown City Administrator/Clerk 01

8-14-14
Date

Council Approval date: (if over \$2500)

☐ Purchaser's Copy ☐ Vendor's Copy ☐ File Copy

Kubota

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DES MOINES, IOWA 50313
(515) 243-3303

www.capitalcityequipmentcompany.com

Bobcat

SALES • SERVICE • RENTALS

RO #13999

RO: 21059D

Invoice: 24267D

Date: 07/02/2014

CITY OF GRIMES
101 N HARVEY ST

GRIMES, IA 50111

Year		Make/Model		Vehicle Identification	
2004		BOB \$300		525813686	
Stock No	PO	License	Tag	Customer	Telephone
525813686				03176	515-986-3176

Cond	OpCode	T	Description	Quantity	List	Net	Total
------	--------	---	-------------	----------	------	-----	-------

Type: SKIDLOADER RO Open Date: 05/22/14 Sold: 11/09/04
Meter In: 2965

001 HYD. LEAK
D
D RIGHT SIDE HYD. LEAK, ALSO CHECK GEAR PUMP MOUNTING BRACKET.

F PULLED ENGINE AND HYDRO. FOUND HYDRO PUMP WAS DAMAGED
INTERNALLY, REPLACED PUMP WITH REM. NEW PUMP BRACKET, REPLACED
HYD HOSES PUMP TO VALVE, HIGH FLOW HOSE, REPLACED THERMOSTAT
AND WATERPUMP, NEW BELTS, SERVICED UNIT AND TEST RAN

CL	L CUSTOMER LABOR			1530.00
	P 7128608 SUPPORT	1.00	107.70	107.70
	P 6716572 LOUVER, P	1.00	23.56	23.56
	P 6713382 BELT, FAN	1.00	22.30	22.30
	P FREIGHT	1.00	7.55	7.55
	P 6665840 REM PUMP, HYD	1.00	4287.55	4287.55
	P CORES: Core Chrgs	1.00	2250.00	2250.00
	P 6665840 COR CORE CHARG	1.00		-2250.00
	P FREIGHT	1.00	91.00	91.00
	P 6678384 RING, O	1.00	17.10	17.10
	P 6736649 HOSE, HYD	1.00	83.79	83.79
	P 6732032 GASKET	1.00	1.72	1.72
	P 6662855 BELT, DRI	1.00	57.92	57.92
	P 6725212 ARM, IDLE	1.00	68.57	68.57
	P 38C820 SCREW	1.00	7.24	7.24
	P 6662997 PULLEY, F	1.00	21.67	21.67
	P 6680852 PUMP, WAT	1.00	245.95	245.95
	P 6680850 THERMOSTA	1.00	45.36	45.36
	P 6685955 GASKET	1.00	6.55	6.55
	P 6678233 FILTER, O	1.00	9.66	9.66
	P 6668819 FILTER, O	1.00	48.72	48.72
	P 6667352 FILTER, FU	1.00	17.74	17.74
	P 6681474 FILTER, A	1.00	38.29	38.29
	P 6681476 FILTER, A	1.00	31.24	31.24
	P 79K16 O RING	4.00	0.77	3.08
	P 79K12 O RING	4.00	0.74	2.96
	P 79K6 O RING	1.00	0.74	0.74
	P 17C940 BOLT	1.00	2.11	2.11
	P 17C824 BOLT	1.00	1.92	1.92
	P 85D9 NUT	1.00	1.50	1.50
	P 6578169 HOSE, BULK	10.00	1.26	12.60
	P 6680853 GASKET	1.00	8.13	8.13
	P 7109144 HOSE	1.00	80.75	80.75

Kubota
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5461 NW 2nd ST.
DES MOINES, IOWA 50313
(515) 243-3363
www.capitalcityequipmentcompany.com

Bobcat
SALES • SERVICE • RENTALS

RO: 21059D

Invoice: 24267D

Date: 07/02/2014

CITY OF GRIMES
101 N HARVEY ST

GRIMES, IA 50111

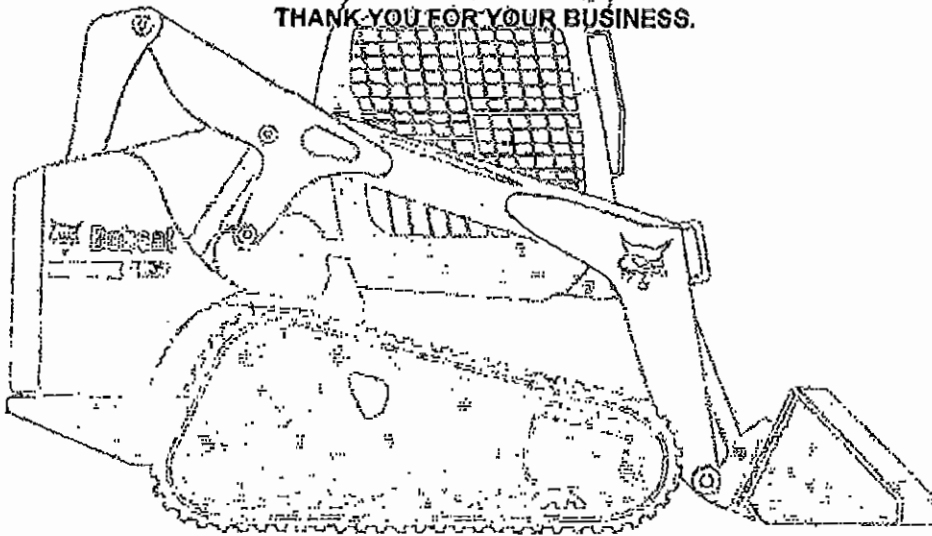
Year		Make/Model		Vehicle Identification		
		2004 BOB S300		525813686		
Stock No	PO	License	Tax	Customer	Telephone	
525813686				03176	515-986-3176	

Qoid	OpCode	Description	Quantity	Net	Total
	P 6903115A	10W-30 QT	12.00	3.95	47.40
	P 6903119A	HYD QT	26.00	3.95	102.70
Subtotal charges this section					7035.04

M SHOP FEES

40.00

PLEASE PAY FROM THIS INVOICE.
THANK YOU FOR YOUR BUSINESS.



CHARGE A/R 03176 7075.04

MISC. Charges: A token charge is included for supplies used on your equipment. Applicable supply items include, nuts, bolts, washers, taps, aerospray, solvent, rags, fuel system cleaner, towels, battery cleaner, wire scaler, enviro handling.

TERMS: All charges due 15 days following purchase, 30 day past due invoice's subject to 1.5% finance charge per month.

DESC	TOTALS
LABOR	1630.00
PARTS	5505.04
SUBLET	
MISC	40.00
OTHER	
SUBTOTAL	7075.04
TAX	
TOTAL	7075.04

Received By
[Signature]

CUSTOMER REPRINT

page 2 of 2

Date of Issuance: 8/18/2014

Contract Effective Date: March 25, 2014

Owner: City of Grimes, Iowa

Owner's Contract No.:

Contractor: C.L. Carroll Co., Inc.

Contractor's Project No.:

Engineer: FOX Engineering

Engineer's Project No.: 3364-13A

Project: ASR Well No. 1, Well Pump and Control Building
Improvements

Contract Name:

The Contract is modified as follows upon execution of this Change Order:

- Item 1 Change Proposal Request 1 and Change Proposal 1: Provide 115 volt, single phase power supply and wiring for electric overhead door opener. Provide 480 volt, 3 phase power supply for three butterfly valve actuators. Add \$754.69 for these changes.
- Item 2 Change Proposal Request 2 and Change Proposal 2: Provide 2-inch air/vacuum valve in lieu of 1-inch valve specified. Add \$486.48 for these changes.
- Item 3 Remove duplicate 610 feet of pump cable (part number 155078) from GE scope. Remove duplicate junction box (part number 811061) from GE scope. Deduct \$9067.00 for these changes. Attached GE Invoice incorporates these changes.

Attachments: CPR 001 and 002 (2 pages), Change Proposals 1 and 2 (3 pages), GE invoice (2 pages).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
\$ 1,586,000.00	Substantial Completion: <u>June 1, 2015</u>
[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> :	Ready for Final Payment: <u>July 1, 2015</u>
\$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> :
	Substantial Completion: <u>0 days</u>
	Ready for Final Payment: <u>0 days</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 1,586,000.00	Substantial Completion: <u>June 1, 2015</u>
Decrease of this Change Order:	Ready for Final Payment: <u>July 1, 2015</u>
\$ 7,825.83	[Increase] [Decrease] of this Change Order:
	Substantial Completion: <u>0 days</u>
	Ready for Final Payment: <u>0 days</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 1,578,174.17	Substantial Completion: <u>June 1, 2015</u>
	Ready for Final Payment: <u>July 1, 2015</u>

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)		Contractor (Authorized Signature)		
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____



June 16, 2014

Rod Ray
C.L. Carroll Co., Inc.
3623 6th Ave,
Des Moines, IA 50313
515-282-7495

RE: ASR Well No. 1, Well Pump and Control Buildings Improvements
Change Proposal Request 001

Rod:

Please provide itemized pricing for each of the following changes:

1. Provide 115 volt, single phase power supply and wiring for electric overhead door opener. No power supply or wiring was included in the contract documents. Power from panel LP2, breaker #29, currently assigned for control valve power, and wire to a new ceiling-mounted receptacle near the door operator, with cord/plug connection to the operator. See submittal 08361-1-0 and 08361-1-1 (available on Submittal Exchange) for data on the opener. Note that submittal 08361-1-1 has not yet been submitted. Work included is to provide all interconnecting wiring between the door opener and all pushbuttons and safety accessories.
2. Provide 480 volt, 3 phase power supply for three butterfly valve actuators. This is in lieu of 120 volt, single phase power supply included in contract documents. Power from panel H. See submittals 15100-1-0 and 15100-2-0 (available on Submittal Exchange) for data on the actuators. Local disconnect switches for valve operators is already rated 600V 3-pole. Use Panel H1 breaker 27-29-31 (designed as spare) for all three valve operators. Breakers L1-39 and 41 become spare.

Please submit the change proposal with itemized cost break-down for each item via email for review. If you have any questions, please let me know.

Sincerely,
FOX Engineering Associates, Inc.

Taylor Hopper

Taylor Hopper, P.E.

cc: Submittal Exchange



Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

July 15, 2014

Rod Ray
C.L. Carroll Co., Inc.
3623 6th Ave,
Des Moines, IA 50313
515-282-7495

RE: ASR Well No. 1, Well Pump and Control Buildings Improvements
Change Proposal Request 002

Rod:

Please provide pricing for the following change:

1. Provide 2-inch air/vacuum valve in lieu of 1-inch valve specified. As stated in the response comments to submittal number 15100-4-0, a 2-inch air vacuum valve is required where a 1-inch valve was originally specified. All other characteristics of valve shall be as submitted. Revise the note added to P2 in addendum 2 to read "AIR/VACUUM RELIEF VALVE DISCHARGE SHALL BE ROUTED IN 2-INCH PVC EAST TO THE WALL AND THEN DOWNWARD. THE 2-INCH PVC SHALL TERMINATE A MINIMUM OF 18 INCHES ABOVE THE FLOOR, AND THE OUTLET SHALL BE COVERED WITH A 24 MESH STAINLESS STEEL SCREEN. BELOW THIS OUTLET, A SIX-INCH AIR GAP SHALL BE PROVIDED WITH A MINIMUM OF A 4-INCH DIAMETER INLET. FROM THE AIR GAP, A 2-INCH PVC PIPE SHALL EXTEND NORTH ALONG THE WALL TO THE TRENCH DRAIN AND TERMINATE WITH A DOWNTURNED ELBOW." Note that a resubmittal of the 2-Inch valve is required to verify that there is no conflict with the butterfly valve operators.

Please submit the change proposal via email for review. If you have any questions, please let me know.

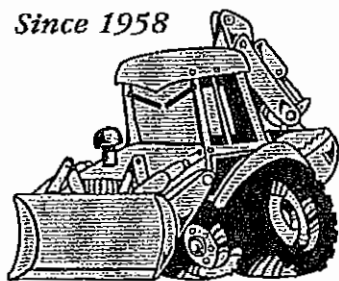
Sincerely,
FOX Engineering Associates, Inc.

Taylor Hopper

Taylor Hopper, P.E.

cc: Submittal Exchange

Since 1958



C.L. Carroll Co.

Incorporated



3623 6th Avenue • Des Moines, IA 50313 • Phone: 515-282-7495 • Fax: 515-282-1406

Change Proposal

DATE: 7/29/14

RE: Change Proposal 001 – Electrical Changes for Door & Valves.

Taylor,

See details of the price changes for the electrical work.

(A)Door Opener Outlet

(1) Labor – 4 Hrs @ \$65/Hr = \$260

(2) Material = \$171.25

SUBTOTAL = \$431.25

(B)Valve Voltage Change to 480 Volt

(1) Labor – 2 Hrs @ \$65/Hr = \$130

(2) Material = \$157.50

SUBTOTAL = \$287.50

TOTAL FOR ITEMS A & B = \$718.75

CONTRACTORS FEE 5% = \$35.94

TOTAL THIS CHANGE: \$754.69

Sincerely,

A handwritten signature in black ink, appearing to read "Rod Ray". The signature is stylized with a large, looped "R" and a cursive "ay".

Rod Ray

Project Manager

C.L. Carroll Co. Inc.

Price Request

Kline Electric
502 N Ankeny Blvd
Ankeny, Iowa 50023

Date: 7-21-14

Owner/Contractor: CL Carrol & Company
Project Name: Grimes Well
Job Number: 1092
Change Order Number: 1092-1

Change the work to be performed under the original contract as follow:

Item #1

Labor and material to provide 115volt outlet for garage door opener. Also includes wiring pushbuttons, sensors, and safety accessories.

Labor 4 hours at \$65 = \$260.00

Material. \$115.00

Item #2

Labor and material to provide 3phase 480v power to 3 butterfly valves. Appears disconnects are already 3 phase and rated for 600v. Also appears that there is a 30amp 3 pole spare breaker in panel H1.

Only increase will be for extra wire and conduit and labor to install if above info is correct.

Labor 2 hours at \$65 = \$130.00

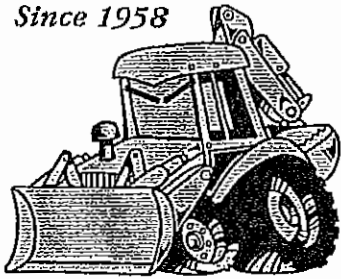
Material = \$120.00

Material	\$235.00
Labor \$65.00 x 6	\$ 390.00
Markup 15%	\$93.75

Office Handling Fee \$0
Change order total: \$718.75

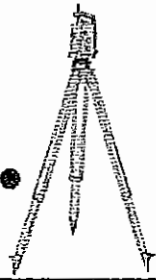
Authorized signature for cost and labor adjustments:

Since 1958



C.L. Carroll Co.

Incorporated



3623 6th Avenue • Des Moines, IA 50313 • Phone: 515-282-7495 • Fax: 515-282-1406

Change Proposal

DATE: 7/29/14

RE: Change Proposal 002 – Air/Vac Valve size change.

Taylor,
See details of the price changes for the valve size.

(1) Valve increase = \$310
(2) Tap Size = \$53.48
(3) Nipple Size = \$6.44
(4) Ball Valve = \$28.11
(5) Misc Items = \$25
SUBTOTAL = \$423.03
CONTRACTORS FEE 15% = \$63.45

TOTAL THIS CHANGE: \$486.48

Sincerely,

A handwritten signature in cursive script, appearing to read "Rod Ray".

Rod Ray
Project Manager
C.L. Carroll Co. Inc.



GE Oil & Gas ESP, Inc.

5500 S.E. 59th St. (73135)
PO Box 15070 (73155)
Oklahoma City, OK USA
Tel: (405) 670-1431
Fax: (405) 670-5463

Customer: C.L. Carroll
3623 6th Ave.
Des Moines, IA 50313

Cus. Ref:
Email:
Phone: (515) 282-7495

Invoice #: 11-172-256.2

Validity: 90 Days

Date: 2014-Jul-2

Location: GRIMES ASR #1

Remit To: GE Oil & Gas ESP, Inc.
P.O. Box 301200
Dallas, TX 75303-1338

Item	QTY	Description	Length	Part No.	Unit Weight	Total Weight	Unit Price	Total Price
10	2.00 EACH	PUMP, TPI1350A, 4 STAGE SS, W/8" NPT HEAD (800 PSI WP)	5.00	TBA	576.00	1,152.00#	\$36,054.00	\$72,108.00
20	2.00 EACH	KIT, ADAPTER TR562 SEAL/10" NEMA W/O CPLG	0.00	161611	0.00	0.00#	\$4,106.00	\$8,212.00
30	2.00 EACH	COUPLING, TR562 SEAL/8" NEMA PMP 1- 11/16"	0.00	740518	0.00	0.00#	\$1,090.00	\$2,180.00
40	2.00 EACH	SEAL, TR538-AR 2BP/2L HL HSN CR HSS (BI- DIRECTIONAL BEARINGS)	10.10	548577	450.00	900.00#	\$20,375.00	\$40,750.00
50	2.00 EACH	MOTOR, E56-12 300\2105\86 UT HDY LH	25.00	153641N	1,680.00	3,360.00	\$42,093.00	\$84,186.00
60	2.00 EACH	BASE, MOTOR E56 BO FILTER ASSY	2.20	123651	65.00	130.00#	\$2,970.00	\$5,940.00
70	2.00 EACH	CABLE, MLC TR5-HT #4 KEOTB 4KV MNL 55'	55.00	145030	0.00	0.00#	\$1632.00	\$3,264.00
80	610.00 EACH	CBL, RD 5KV #1 GALV GRD	0.00	155078	0.00	0.00#	\$13.20	\$8,052.00
90	2.00 EACH	VSD, V7 344KVA 480V 414A 6P VSG N1 OPT*	0.00	810537	0.00	0.00#	\$47,362.00	\$94,724.00
100	2.00 EACH	XFMR, 355KVA 480:1100-3811 SWE*	0.00	3000359	0.00	0.00#	\$31,535.00	\$63,070.00
110	1.00 EACH	J-BOX, VENTED 5000V NEMA 3R ASSY	0.00	811061	0.00	0.00#	\$1,015.00	\$1,015.00
120	76.00 FEET	MONEL, COATING & SEALER (OKLA)	0.00	PP83	0.00	0.00#	\$75.00	\$5,700.00

130	6.00 EACH	SLEEVE, COMPRESSION 1STR-4SOL *NICOPRES	0.00	519454	0.07	0.42#	\$10.50	\$63.00
140	16.00 EACH	WASHER, SEALING 3/8" PLUG BRASS	0.00	161192	0.00	0.00#	\$8.00	\$128.00
150	8.00 EACH	WASHER, SEALING DRAIN, FILL BRAS4S	0.00	161191	0.00	0.00#	\$8.00	\$64.00
160	2.00 EACH	KIT, CABLE SPLICE INTL W/O SLEEVES	0.00	121032	7.10	14.20#	\$250.00	\$500.00
170	2.00 EACH	KIT, INSTL TR5 UNIT	0.00	1054469	1.30	2.60#	\$190.00	\$380.00
180	1.00 EACH	ESTIMATED SERVICE TO INSTALL (BASED ON 5 DAYS TOTAL)	0.00	TBA	0.00	0.00#	\$20,000.00	\$20,000.00
190	1.00 EACH	BOX, SHIPPING 12.5'X7" W/O HNG	12.50	741112	351.00	351.00#	\$633.00	\$633.00
200	1.00 EACH	BOX, SHIPPING 32.0'X7" W/O HNG	32.00	741118	926.00	926.00#	\$1,545.00	\$1,545.00
TOTAL WEIGHT: 6,836.22				SUBTOTAL PRICE: \$412,514.00				
TOTAL LENGTH: 305.10 ft				TOTAL PRICE FOB Oklahoma City, OK: \$412,514.00				
Please note: only half of the total price (\$206,257.00) is currently due upon order. See Delivery Terms below.								
Delivery Terms: NET 30 DAYS, GE Oil & Gas Terms and Conditions apply. 50% due on order, 50% due on shipment.								
Quote Prepared By: Royce Raddatz								

Unit Price Contract

Approved Change Order Summary:					
No.	Date Approved	Additions	Deductions		
				TOTALS	
				NET CHANGE BY CHANGE ORDERS	

Contractor's Certification

Payment o

(Line 8) other - attach explanation of the other amount)

[Signature]
(Engineer)

Payment of

(Line 8 or other - attach explanation of the other amount)

(Owner)

(Date)

EJCDC C-620 Contractor's Application for Payment

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Progress Estimate

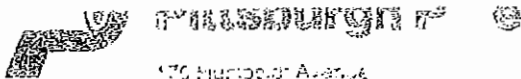
Contractor's Application

For (contract): Prairie Business Park Sanitary Sewer Contractor: H&W Contracting LLC			Owner's Proj. No.: Engineer's Proj. No.: 8630-13C		Application Number: 1 Application Date: 8/21/2014					
A		B			C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS										
1.1	MOBILIZATION	1	\$8,000.00	\$8,000.00	0.5	\$4,000.00		\$4,000.00	50.0%	\$4,000.00
1.2	TRAFFIC CONTROL	1	\$3,500.00	\$3,500.00	0.25	\$875.00		\$875.00	25.0%	\$2,625.00
DIVISION 2 - EARTHWORK										
2.1	CLEARING AND GRUBBING	1	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	###	\$1,250.00
2.2	REMOVE AND DISPOSE FARM FENCE	1	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	###	\$3,500.00
2.3	CLASS A ROAD STONE	50	\$25.00	\$1,250.00						
2.4	STRIP, STOCKPILE AND RESPREAD TOPSOIL	1	\$3,500.00	\$3,500.00						
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION										
3.1	TRENCH FOUNDATION	100	\$30.00	\$3,000.00						\$3,000.00
3.2	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	100	\$24.00	\$2,400.00						\$2,400.00
3.3	BORE AND JACK STEEL CASING	160	\$230.00	\$36,800.00	80	\$18,400.00	\$2,344.00	\$20,744.00	56.4%	\$16,056.00
DIVISION 4 - SEWERS AND DRAINS										
4.1	GRAVITY SANITARY SEWER, 10-INCH, TRENCHED	1,459	\$69.00	\$100,671.00	92	\$6,348.00	\$12,021.85	\$18,369.85	18.2%	\$82,301.15
4.2	FIELD TILE REPAIR	100	\$12.00	\$1,200.00						\$1,200.00
DIVISION 5 - WATER MAINS AND APPURTENANCES										
5.1	WATER MAIN, PVC, 12-INCH	1	\$14,000.00	\$14,000.00						\$14,000.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS										
6.1	CONNECT TO EXISTING MANHOLE	1	\$1,650.00	\$1,650.00						\$1,650.00
6.2	MANHOLE, SANITARY SEWER, SW-301, 48-INCH	5	\$5,000.00	\$25,000.00	1	\$5,000.00	\$6,378.40	\$11,378.40	45.5%	\$13,621.60
DIVISION 7 - STREETS AND RELATED WORK - NONE										
DIVISION 8 - TRAFFIC SIGNALS - NONE										
DIVISION 9 - SITE WORK, IRRIGATION AND SEEDING										
9.1	EROSION CONTROL & SITE RESTORATION	1	\$5,000.00	\$5,000.00						\$5,000.00
Totals					\$211,471.00	\$40,123.00	\$20,744.25	\$60,867.25	###	\$150,603.75

Stored Material Summary

Contractor's Application

For (contract): Prairie Business Park Sanitary Sewer Contractor: H&W Contracting LLC										Owner's Proj. No.: Engineer's Proj. No.: 8630-13C		Application Number: 1 Application Date: 8/21/2014	
A		B	C		D		E		F		G		
Invoice No.	Shop Drawing Transmittal	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials in Storage (\$) (D + E - F)				
			Date (Mo./Year)	Amount (\$)	Date (Mo./Year)	Amount (\$)	Date (Mo./Year)	Amount (\$)					
		Steel Casing HD Supply Sanitary Sewer Piping, etc Cretex Manholes				\$4,688.00 \$12,615.25 \$9,185.95			\$2,344.00 \$593.40 \$2,807.55			\$2,344.00 \$12,021.85 \$6,378.40	
Totals						\$26,489.20			\$5,744.95			\$20,744.25	



MISSOURI

170 Huron Street
St. Louis, Missouri 63104
Tel. 800.325.2651
Fax 314.265.2322

Tubular Dispatch, Inc.
National Telecom Supply Company

INVOICE

Sales Rep: Mark D. Libell

Page 1 of 1

REMIT TO: P.O. BOX 88462 # CHICAGO IL 60680

05/30/2014

1/23 10 DAYS, NET 30 DESTINATION

05/25/2014 P0074115

S
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ROGUES CORP.
720 SW GOODWIN

ANKENY, IA 50023

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ROGUES CORP.

W. DES MOINES, IA

00054077

06/19/2014 TMC

X

QUANTITY

UNIT PRICE

EXTENSION

160.00	160.00 FT	18 OD; .281 WALL. STRUCTURAL PIPE BARE BEVELED BY SQUARE .20' UL'S	29.3000	4688.00
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120.00	120.00 FT	16 OD; .250 WALL. STRUCTURAL PIPE BARE BEVELED BY SQUARE .20' UL'S	23.5000	2820.00
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120.00	120.00 FT	20 OD; .312 WALL. STRUCTURAL PIPE BARE BEVELED BY SQUARE .20' UL'S	33.0000	3960.00
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BILLED COMPLETE

Vendor: Accounts Payable
Invoice # P00018
Date Entered
Gr

10-04

SALES TAX

0.00

LEGAL TERMS OF INVOICE INCLUDE
TERMS AND CONDITIONS ON REVERSE SIDE.

ORIGINAL

TOTAL IN USD

\$ 11468.00

SUPPLY

WATERWORKS

Local Service, Nationwide
P.O. Box 1419
Thomasville, GA 31799-1419

INVOICE

BRANCH ADDRESS
DES MOINES IA
Branch - 223
2800 SE Gateway Dr
Grimes IA 50111

INVOICE #	C578080
INVOICE DATE	8/06/14
ACCOUNT #	096853
SALESPERSON	MIKE HARDY
BRANCH #	223

Total Amount Due \$12,615.25

Remit To:

HD SUPPLY WATERWORKS, LTD.
PO BOX 91036
CHICAGO, IL 60693-1036

EG037X 10271 D1046063022 P2108954 0001:0009



H & W CONTRACTING LLC
3416 W HOVLAND DR
SIOUX FALLS SD 57107-0256

Vendor #: 515/986-4000
Invoice #: 515/986-4000
Date Entered: 8/6/14
Gross Invo.:
Discount:
Shipped to: PRAIRIE BUSINESS PARK SANITARY
S. JAMES ST AND SE 37TH ST
CODY 515-290-8538
GRIMES, IA
CUSTOMER JOB- 14-09 GRIMES BUSINESS

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.
We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
6/21/14	8/05/14	14-09 GRIMES	GRIMES BUSINESS	14-09		HUMMER	C578080
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
0410TR12	10X12.5' PVC TRUSS PIPE (G) BID SEQ# 20	1475	1275	200	6.4500	FT	8,223.75
2710CTR	10 PVC TRUSS SW SPIGOT CAP BID SEQ# 30	1	1		30.0000	EA	30.00
/80012741036	11.75 X 17.375 SS CASING SPACE CENTER RESTRAINED, 8" WIDTH BID SEQ# 40	40		40	65.0000	EA	.00
/80012741037	18" X 11.75 CASING END SEAL BID SEQ# 70	4		4	50.0000	EA	.00
1304A2000P22	4X12-1/2 A2000 PVC SWR PERF BID SEQ# 110	25	25		1.2500	FT	31.25
1306A2000125P	6X12.5'A2000 PVC SWR PERF PIPE BID SEQ# 120	25	25		2.2500	FT	56.25
2804CCLCI	1002-44 4 FLEX CPLG CLXCI/PVC BID SEQ# 150	4	4		5.0000	EA	20.00
2806CCLCI	1002-66 6 FLEX CPLG CLXCI/PVC BID SEQ# 160	4	4		15.0000	EA	60.00
021218CLRJIB	12 C900 DR18 CERTALOK IB PIPE BID SEQ# 210	60	60		26.5000	FT	1,590.00
021218W	12 C900 DR18 PVC PIPE (G) BID SEQ# 220	60	60		14.7500	FT	885.00
21112S112T	12 MJ L/P SLEEVE(I) CP DI C153 BID SEQ# 240	1	1		217.4700	EA	217.47
211124M	12 MJ 45 BEND (I) CP DI C153 BID SEQ# 260	2	2		120.8200	EA	241.64
21112C20T	12X2 MJ TAPT CAP(I) CP DI C153	1	1		125.0000	EA	125.00

CONTINUED...

SUPPLY

WATERWORKS

Local Service, Nationwide
P.O. Box 1419
Thomasville, GA 31799-1419

INVOICE

BRANCH ADDRESS
DES MOINES IA
Branch - 223
2800 SE Gateway Dr
Grimes IA 50111
515/986-4000

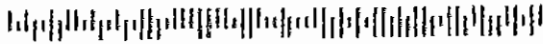
INVOICE #	C578080
INVOICE DATE	8/06/14
ACCOUNT #	096853
SALESPERSON	MIKE HARDY
BRANCH #	223

Total Amount Due	\$12,615.25
------------------	-------------

Remit To:

HD SUPPLY WATERWORKS, LTD.
PO BOX 91036
CHICAGO, IL 60693-1036

F0037X 10272 01046063022 P2100954 0002:0009



H & W CONTRACTING LLC
3416 W HOVLAND DR
SIOUX FALLS SD 57107-0256

Shipped to:

PRAIRIE BUSINESS PARK SANITARY
S. JAMES ST AND SE 37TH ST
CODY 515-290-8538
GRIMES, IA

CUSTOMER JOB- 14-09 GRIMES BUSINESS

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.
We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
6/21/14	8/05/14	14-09 GRIMES	GRIMES BUSINESS	14-09		HUMMER	C578080
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
	BID SEQ# 280						
21AMF8124012	12 PVC 4012 STARGRIP RESTR (I)	7	7		72.5000	EA	507.50
	BID SEQ# 290						
372076105	76105 2 CURB STOP FIPXFIP MPLS	1	1		210.0000	EA	210.00
	BID SEQ# 300						
59CAY560355	5'6" 5603 AP CURB BOX	1	1		42.5000	EA	42.50
	BID SEQ# 320						
45CB942STARODSSI	42 CB STATIONARY ROD SS	1	1		17.5000	EA	17.50
	BID SEQ# 330						
3120N040	2X4 STD GALV NIPPLE	2	2		2.5000	EA	5.00
	BID SEQ# 340						
31209	2 STD GALV 90 BEND FIPXFIP	1	1		5.3500	EA	5.35
	BID SEQ# 350						
3120N720	2X72 STD GALV NIPPLE	1	1		39.0400	EA	39.04
	BID SEQ# 360						
9612TW500B	12GA KRIS-TECH BLUE WIRE 500'	500	500		.1700	FT	85.00
	BID SEQ# 380						
14GR0608EFT	5/8" X 8' ELECT GROUND ROD	1	1		18.5000	EA	18.50
	BID SEQ# 390						
96GCLAMP05	5/8" GROUND CLAMPS ONLY #G5	1	1		3.0000	EA	3.00
	BID SEQ# 400						
96PW1230220	10-12 POLYWRAP 30"X220'LAYFLAT	220	220		.4500	FT	99.00
	BID SEQ# 420						
96020PT100	2 POLYTAPE 100'	1	1		5.5000	EA	5.50
	BID SEQ# 430						

CONTINUED...

Page 2 of 3

SUPPLY

WATERWORKS

Local Service, Nationwide
P.O. Box 1419
Thomasville, GA 31799-1419

INVOICE

BRANCH ADDRESS
DES MOINES IA
Branch - 223
2800 SE Gateway Dr
Grimes IA 50111
515/986-4000

INVOICE #	C578080
INVOICE DATE	8/06/14
ACCOUNT #	096853
SALESPERSON	MIKE HARDY
BRANCH #	223
Total Amount Due	\$12,615.25

Remit To:

HD SUPPLY WATERWORKS, LTD.
PO BOX 91036
CHICAGO, IL 60693-1036

E0037X 10273 01046063022 P2100954 0003:0009



H & W CONTRACTING LLC
3416 W HOVLAND DR
SIOUX FALLS SD 57107-0256

Shipped to:

PRAIRIE BUSINESS PARK SANITARY
S. JAMES ST AND SE 37TH ST
CODY 515-290-8538
GRIMES, IA
CUSTOMER JOB# 14-09 GRIMES BUSINESS

Return Top Portion With Payment For Faster Credit

Thank You For The Opportunity To Serve You.
We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO No.	Job Name	Job No.	Bill of Lading	Shipped Via	Order Number
6/21/14	8/06/14	14-09 GRIMES	GRIMES BUSINESS	14-09		HUMMER	C578080
Product Code	Description	Quantity Ordered	Quantity Shipped	Back-Ordered	Price	Per	Amount
76PSX10T	10" TRUSS PRESS SEAL 16LPSX:DD BID SEQ# 460	1	1		65.0000	EA	65.00
75F1247	DEETER 1247 FRAME ONLY BID SEQ# 490	5		5	275.0000	EA	.00
75SSC1247	DEETER 1247 S-SEAL COVER ONLY BID SEQ# 500	5		5	N/C	EA	
78MHEXT36S	36" EXT CHMY SEAL S-SLEEVE BID SEQ# 520	5		5	225.0000	EA	.00
96FENCEPOST6	6"STEEL T FENCE POST BID SEQ# 550	5	5		5.5000	EA	27.50
96PAINTGRS	16-655 SAFETY GREEN MARK PAINT BID SEQ# 560	1	1		4.5000	EA	4.50
21AMG112	12 MJ REGULAR GASKET F/DI	7	7		N/C	EA	
21AMB10740CTB	3/4X4 T-HEAD B&N COR BLUE	56	56		N/C	EA	
29APLQ	LUBE 1 QT FWATER/SWR PIPE	16	16		N/C	EA	
FAOC	FAOC	1		1	.0200	EA	.00

This transaction is governed by and subject to HD Supply Waterworks standard terms and conditions, which are incorporated herein by this reference and accepted. To review these terms and conditions, please point your web browser to <http://waterworks.hdsupply.com/TandC/>.

Terms

SubTotal

NET 30

12,615.25

Freight	Delivery	Handling	Restock	Misc.	Tax	INVOICE TOTAL	\$12,615.25

DES MOINES IA
Branch - 223
2800 SE Gateway Dr
Grimes IA 50111

THANK YOU FOR YOUR ORDER
VISIT
WATERWORKS.HDSUPPLY.COM
FOR OTHER SERVICES OFFERED

INVOICE:

C578080



H & W CONTRACTING, LLC
3416 W. HOVLAND AVENUE
SIOUX FALLS SD 57107

Vendor #:	Accounts Payable
Invoice #:	100000
Date Entered:	
Gross Invoice:	
Discount:	
14.00	

Invoice: MR00001620
Invoice Date: 8/12/2014
Due Date: 9/12/2014
Cretex Order #: 7714228MH1
Customer PO #:
Customer #: 542002
Delivery Order #: DM0000158291

Ship To: Grimes, IA - Prairie Business Park Sanitary Sewer

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc %	Net Unit Price	Ext Net Price
SA3								
48x3.0 BBL P2 S	DM0000158291	2.00	6.00	112.00	672.00	15%	95.20	571.20
48x4.0 BBL P2 S	DM0000158291	1.00	4.00	112.00	448.00	15%	95.20	380.80
48x3.0 Cone 27in Ecc P2 S	DM0000158291	1.00	0.00	336.00	336.00	15%	285.60	285.60
48x2.5 MonoIn1/2 Ext P2 S (a2d11)	DM0000158291	1.00	0.00	735.00	735.00	15%	624.75	624.75
Chain								
Gasket P2 48 inch	DM0000158291	4.00	0.00	0.00	0.00	15%	0.00	0.00
MH Connector A-Lok 385	DM0000158291	2.00	0.00	90.00	180.00	15%	76.50	153.00
Adjusting Ring 27x 4 inch	DM0000158291	1.00	0.00	46.00	46.00	15%	39.10	39.10
SA4								
48x4.0 BBL P2 S	DM0000158292	3.00	12.00	112.00	1,344.00	15%	95.20	1,142.40
48x3.0 Cone 27in Ecc P2 S	DM0000158292	1.00	0.00	336.00	336.00	15%	285.60	285.60
48x2.5 MonoIn1/2 Ext P2 S (A2Chain-D12)	DM0000158291	1.00	0.00	735.00	735.00	15%	624.75	624.75
Gasket P2 48 inch	DM0000158291	4.00	0.00	0.00	0.00	15%	0.00	0.00
MH Connector A-Lok 385	DM0000158291	2.00	0.00	90.00	180.00	15%	76.50	153.00
Adjusting Ring 27x 4 inch	DM0000158292	1.00	0.00	46.00	46.00	15%	39.10	39.10
SA5								
48x4.0 BBL P2 S	DM0000158292	2.00	8.00	112.00	896.00	15%	95.20	761.60
48x5.0 BBL P2 S	DM0000158292	2.00	10.00	112.00	1,120.00	15%	95.20	952.00
48x3.0 Cone 27in Ecc P2 S	DM0000158292	1.00	0.00	336.00	336.00	15%	285.60	285.60
48x2.5 MonoIn1/2 Ext P2 S (staged6)	DM0000158292	1.00	0.00	735.00	735.00	15%	624.75	624.75
chain								
Gasket P2 48 inch	DM0000158292	5.00	0.00	0.00	0.00	15%	0.00	0.00
MH Connector A-Lok 320	DM0000158292	1.00	0.00	80.00	80.00	15%	68.00	68.00
MH Connector A-Lok 385	DM0000158292	1.00	0.00	90.00	90.00	15%	76.50	76.50
Adjusting Ring 27x 4 inch	DM0000158292	1.00	0.00	46.00	46.00	15%	39.10	39.10
SA1								
48x5.0 BBL P2 S	DM0000158291	1.00	5.00	112.00	560.00	15%	95.20	476.00
48x2.0 MonoIn1/2 P2 S (bld20)	DM0000158291	1.00	0.00	594.00	594.00	15%	504.90	504.90
48x3.0 Cone 27in Ecc P2 S	DM0000158291	1.00	0.00	336.00	336.00	15%	285.60	285.60
Gasket P2 48 inch	DM0000158291	2.00	0.00	0.00	0.00	15%	0.00	0.00
MH Connector A-Lok 385	DM0000158291	2.00	0.00	90.00	180.00	15%	76.50	153.00



H & W CONTRACTING, LLC
3416 W. HOWLAND AVENUE
SIOUX FALLS SD 57107

Invoice: MR00001620
Invoice Date: 8/12/2014
Due Date: 9/12/2014
Cretex Order #: 7714228MH1
Customer PO #:
Customer #: 542002
Delivery Order #: DM0000158291

Ship To: Grimes, IA - Prairie Business Park Sanitary Sewer

Structure #/Description	Bill of Lading	Pieces	Feet	Unit Retail	Retail Ext	Disc-%	Net Unit Price	Ext Net Price
Adjusting Ring 27x 4 inch	DM0000158291	1.00	0.00	46.00	46.00	15%	39.10	39.10
SA2								
48x3.0 Cone 27in Ecc P2 S	DM0000158291	1.00	0.00	336.00	336.00	15%	285.60	285.60
Gasket P2 48 inch	DM0000158291	4.00	0.00	0.00	0.00	15%	0.00	0.00
Adjusting Ring 27x 6 inch	DM0000158291	1.00	0.00	58.00	58.00	15%	49.30	49.30
48x3.0 BBL P2 S	DM0000158291	1.00	3.00	112.00	336.00	15%	95.20	285.60

Invoices are due Net 30 Days

Past Due Amounts are subject to 1 1/2% Finance Charge per month

Please contact me with any questions

John Sharp... JSharp@Cretex.com or 763-694-3252

Retail Subtotal	10,807.00
Discount	1,621.05
Net Price	9,185.95
Freight Charge	0.00
Misc Charges	0.00
Prepaid Amount	0.00
IA Exempt Government	0.000 %
Net Total	\$9,185.95
Due Date	9/12/2014

To ensure proper credit, please detach this portion and return with remittance

Cretex Concrete Products Inc

REMIT TO: Cretex Concrete Products, Inc.
NW 5643
PO Box 1450
Minneapolis, MN 55485-5643

H & W CONTRACTING,
LLC

Customer #: 542002

Invoice: MR00001620

Invoice Date: 8/12/2014

Due Date: 9/12/2014

Amount Due: \$9,185.95

Amount Enclosed:

Contractor's Application for Payment No. 4

Unit Price Contract

Project:	SE 19th Street Improvements	From (Contractor):	Concrete Technologies	Application Date:	8/20/2014
To (Owner):	City of Grimes	Owner's Project No.:	STP-U-3125(611)--70-77	Period From:	8/1/2014
Via (Engineer):	FOX Engineering	Engineer's Proj. No.:	1005-13A	Period To:	8/20/2014

Approved Change Order Summary:		
No.	Date Approved	Deductions
1.	ORIGINAL CONTRACT PRICE.....	\$ 2,037,877.63
2.	Net change by Change Orders.....	\$
3.	Current Contract Price (Line 1 + 2).....	\$ 2,037,877.63
4.	TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 550,460.59
5.	RETAINAGE:	
a.	3% X \$495,855.35 Work Completed.....	\$ 14,875.66
b.	3% X \$54,605.24 Stored Material.....	\$ 1,638.16
c.	Less Total Retainage Released Early.....	\$
d.	Total Retainage (Line 5a + Line 5b - Line 5c).....	\$ 16,513.82
6.	AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 533,946.77
7.	LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 371,607.53
8.	AMOUNT DUE THIS APPLICATION.....	\$ 162,339.24
9.	BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 1,513,500.85

Contractor's Certification The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
By: <i>Crescent Enterprises</i>	Date: 8/21/2014
Payment of \$ 162,339.24 (Line 8 or other - attach explanation of the other amount)	
is recommended by: <i>[Signature]</i> (Engineer) Date: 8/21/2014	
Payment of \$ _____ (Line 8 or other - attach explanation of the other amount)	
is approved by: _____ (Owner) Date: _____	

Progress Estimate

For (contract): SE 19th Street Improvements

Contractor:

Concrete Technologies

Contractor's Application

Owner's Proj. No.: STP-U-3125(6.1.1)--70-77

Engineer's Proj. No.: 1005-13A

Application Number: 4

Application Date: 8/20/2014

A			B			C	D	E	F		G
Item			Bld Quantity	Unit Price	Bld Value	Estimated Quantity Installed	Value	Materials Presently Stored (not In	Total and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bld Item No.	Description										
1	CLEAR+GRUBB	12	\$ 425.00	\$ 5,100.00	9.00	\$ 3,825.00	\$	\$ 3,825.00	\$ 3,825.00	75.0%	\$ 1,275.00
2	SPECIAL BACKFILL	2326	\$ 24.75	\$ 57,568.50	1606.00	\$ 39,748.50	\$	\$ 39,748.50	\$ 39,748.50	69.0%	\$ 17,820.00
3	EXCAVATION, CL 10, RDWY+BORROW	13168	\$ 2.55	\$ 33,578.40	11400.00	\$ 29,070.00	\$	\$ 29,070.00	\$ 29,070.00	86.6%	\$ 4,508.40
4	EXCAVATION, CL 12, BOULDER/ROCK FRAGMENT	50	\$ 10.20	\$ 510.00		\$ -	\$	\$ -	\$ -		\$ 510.00
5	TOPSOIL, STRIP, SALVAGE+SPREAD	3250	\$ 4.10	\$ 13,325.00	2115.00	\$ 8,671.50	\$	\$ 8,671.50	\$ 8,671.50	65.1%	\$ 4,653.50
6	TOPSOIL, STRIP+STKP	2500	\$ 2.05	\$ 5,125.00	2000.00	\$ 4,100.00	\$	\$ 4,100.00	\$ 4,100.00	80.0%	\$ 1,025.00
7	SPECIAL COMPACTION OF SUBGRADE	52	\$ 714.00	\$ 37,128.00	24.00	\$ 17,136.00	\$	\$ 17,136.00	\$ 17,136.00	46.2%	\$ 19,992.00
8	MODIFIED SUBBASE	3830	\$ 37.75	\$ 144,582.50	830.00	\$ 31,332.50	\$	\$ 31,332.50	\$ 31,332.50	21.7%	\$ 113,250.00
9	SHOULDER FINISHING, EARTH	103	\$ 153.00	\$ 15,759.00		\$ -	\$	\$ -	\$ -		\$ 15,759.00
10	STDIS-F PCC PAVT, CL C CL 3, 9"	19476.3	\$ 49.00	\$ 954,338.70		\$ -	\$	\$54,605.24	\$ 54,605.24	5.7%	\$ 899,733.46
11	MEDIAN, DOWELLED PCC, 6"	30	\$ 95.50	\$ 2,865.00		\$ -	\$	\$ -	\$ -		\$ 2,865.00
12	MEDIAN, PCC, 6"	37	\$ 66.25	\$ 2,451.25		\$ -	\$	\$ -	\$ -		\$ 2,451.25
13	PCC PAVT SAMPLE	1	\$ 2,100.00	\$ 2,100.00		\$ -	\$	\$ -	\$ -		\$ 2,100.00
14	SURF, DRIVEWAY, CL A OR STONE	300	\$ 22.50	\$ 6,750.00		\$ -	\$	\$ -	\$ -		\$ 6,750.00
15	REMOVAL OF SIGN	7	\$ 81.20	\$ 568.40		\$ -	\$	\$ -	\$ -		\$ 568.40
16	APRON, CONC, 30"	1	\$ 2,755.00	\$ 2,755.00	4.00	\$ 244.80	\$	\$ 244.80	\$ 244.80	57.1%	\$ 183.60
17	APRON, CONC, 54"	1	\$ 4,385.00	\$ 4,385.00	1.00	\$ 2,755.00	\$	\$ 2,755.00	\$ 2,755.00	62.8%	\$ 1,630.00
18	RMV+REINSTALL CONC PIPE APRON LE 36"	2	\$ 255.00	\$ 510.00	2.00	\$ -	\$	\$ -	\$ -		\$ 4,385.00
19	MANHOLE, STORM SWR, SW-401, 48"	3	\$ 2,755.00	\$ 8,265.00	3.00	\$ 510.00	\$	\$ 510.00	\$ 510.00	6.2%	\$ 7,755.00
20	INTAKE, TYPE SW-501	10	\$ 2,450.00	\$ 24,500.00	3.00	\$ 8,265.00	\$	\$ 8,265.00	\$ 8,265.00	33.5%	\$ 16,235.00
21	INTAKE, TYPE SW-503	8	\$ 3,415.00	\$ 27,320.00	3.00	\$ 10,245.00	\$	\$ 10,245.00	\$ 10,245.00	37.5%	\$ 17,075.00
22	INTAKE, TYPE SW-505	1	\$ 2,960.00	\$ 2,960.00	1.00	\$ 2,960.00	\$	\$ 2,960.00	\$ 2,960.00	100%	\$ -
23	INTAKE, TYPE SW-506	1	\$ 5,710.00	\$ 5,710.00	1.00	\$ 5,710.00	\$	\$ 5,710.00	\$ 5,710.00	100%	\$ -
24	MANHOLE ADJUSTMENT, MINOR	2	\$ 480.00	\$ 960.00		\$ -	\$	\$ -	\$ -		\$ 960.00
25	MANHOLE ADJUSTMENT, MAJOR	10	\$ 1,885.00	\$ 18,850.00		\$ -	\$	\$ -	\$ -		\$ 18,850.00
26	CONNECTION TO EXIST MANHOLE	5	\$ 1,430.00	\$ 7,150.00	4.00	\$ 5,720.00	\$	\$ 5,720.00	\$ 5,720.00	80.0%	\$ 1,430.00
27	SUBDRAIN, STD, PERFORATED, 4"	3513	\$ 11.75	\$ 41,277.75	1200.00	\$ 14,100.00	\$	\$ 14,100.00	\$ 14,100.00	34.2%	\$ 27,177.75
28	SUBDRAIN OUTLET (RP-19C)	20	\$ 285.00	\$ 5,700.00	7.00	\$ 1,995.00	\$	\$ 1,995.00	\$ 1,995.00	35.0%	\$ 3,705.00
29	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 15"	1586	\$ 38.75	\$ 61,457.50	1586.00	\$ 61,457.50	\$	\$ 61,457.50	\$ 61,457.50	100%	\$ -
30	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 18"	129	\$ 42.85	\$ 5,527.65	314.00	\$ 13,454.90	\$	\$ 13,454.90	\$ 13,454.90	242.6%	\$ 7,922.25
31	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 24"	291	\$ 61.25	\$ 17,823.75	291.00	\$ 17,823.75	\$	\$ 17,823.75	\$ 17,823.75	100%	\$ -
32	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 30"	565	\$ 75.50	\$ 42,657.50	565.00	\$ 42,657.50	\$	\$ 42,657.50	\$ 42,657.50	100%	\$ -
33	STORM SWR G-MAIN,TRENCHED, RCP 2000D, 54"	112	\$ 168.00	\$ 18,816.00		\$ -	\$	\$ -	\$ -		\$ 18,816.00
34	RMV STORM SWR PIPE LE 36"	304	\$ 14.25	\$ 4,332.00	64.00	\$ 912.00	\$	\$ 912.00	\$ 912.00	21.1%	\$ 3,420.00
35	ENGINEER FABRIC	20	\$ 1.85	\$ 37.00		\$ -	\$	\$ -	\$ -		\$ 37.00
36	REVEITEMENT, CLASS E	50	\$ 61.25	\$ 3,062.50		\$ -	\$	\$ -	\$ -		\$ 3,062.50
37	RMVL OF PAVT	8073	\$ 7.65	\$ 61,758.45	3886.00	\$ 29,727.90	\$	\$ 29,727.90	\$ 29,727.90	48.1%	\$ 32,030.55
38	REMOVAL OF INTAKES AND UTILITY ACCESSSES	2	\$ 815.00	\$ 1,630.00		\$ -	\$	\$ -	\$ -		\$ 1,630.00
39	RECREATIONAL TRAIL, PCC, 5"	2505.7	\$ 34.75	\$ 87,073.08		\$ -	\$	\$ -	\$ -		\$ 87,073.08
40	SPECIAL COMPACTION OF SUBGRADE/REC TRAIL	26	\$ 205.00	\$ 5,330.00		\$ -	\$	\$ -	\$ -		\$ 5,330.00
41	DETECTABLE WARNINGS	220	\$ 25.50	\$ 5,610.00		\$ -	\$	\$ -	\$ -		\$ 5,610.00
42	DRIVEWAY, PCC, 7"	316.7	\$ 56.00	\$ 17,735.20		\$ -	\$	\$ -	\$ -		\$ 17,735.20
43	SAFETY CLOSURE	4	\$ 127.50	\$ 510.00	1.00	\$ 127.50	\$	\$ 127.50	\$ 127.50	25.0%	\$ 382.50
44	POST, STEEL, AS PER PLAN	25	\$ 102.00	\$ 2,550.00		\$ -	\$	\$ -	\$ -		\$ 2,550.00
45	TYPE A SIGNS, SHEET ALUMINUM	123	\$ 22.50	\$ 2,767.50		\$ -	\$	\$ -	\$ -		\$ 2,767.50
46	PAINTED PAVT MARK, WATERBORNE/SOLVENT	96	\$ 32.50	\$ 3,120.00		\$ -	\$	\$ -	\$ -		\$ 3,120.00
47	PAINTED SYMBOL-LEGEND, WATERBORNE/SOLVNT	24	\$ 102.00	\$ 2,448.00		\$ -	\$	\$ -	\$ -		\$ 2,448.00
48	PAVT MARK RMVD	28	\$ 62.75	\$ 1,777.00		\$ -	\$	\$ -	\$ -		\$ 1,477.00

Progress Estimate

For (contract): SE 19th Street Improvements
 Contractor: Concrete Technologies

Contractor's Application

Owner's Proj. No.: STP-U-3125(611)-70-77
 Engineer's Proj. No.: 1005-13A
 Application Number: 4
 Application Date: 8/20/2014

A		B			C	D	E	F		G
Bid Item No.	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in)	Total and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
49	TRAFFIC CONTROL	1	\$ 8,160.00	\$ 8,160.00	0.45	\$ 3,672.00		\$ 3,672.00	45.0%	\$ 4,488.00
50	FLAGGER	20	\$ 335.00	\$ 6,700.00	7.00	\$ 2,345.00		\$ 2,345.00	35.0%	\$ 4,355.00
51	MOBILIZATION	1	\$ 60,000.00	\$ 60,000.00	1.00	\$ 60,000.00		\$ 60,000.00	###	\$ -
52	URETHANE CHIMNEY SEAL	7	\$ 765.00	\$ 5,355.00		\$ -		\$ -	###	\$ 5,355.00
53	TRENCH COMPACTION TESTING	1	\$ 3,060.00	\$ 3,060.00	1.00	\$ 3,060.00		\$ 3,060.00	###	\$ -
54	WATER MAIN, TRENCHED, DIP, 6"	130	\$ 41.00	\$ 5,330.00	50.00	\$ 2,050.00		\$ 2,050.00	38.5%	\$ 3,280.00
55	WATER MAIN, TRENCHED, PVC, 8"	360	\$ 23.50	\$ 8,460.00	360.00	\$ 8,460.00		\$ 8,460.00	###	\$ -
56	FITTINGS BY COUNT, DIP	10	\$ 785.00	\$ 7,850.00	3.00	\$ 2,295.00		\$ 2,295.00	30.0%	\$ 5,355.00
57	VALVE, GATE, DIP, 8"	3	\$ 1,500.00	\$ 4,500.00	1.00	\$ 1,500.00		\$ 1,500.00	33.3%	\$ 3,000.00
58	FLUSHING DEVICE (BLOWOFF), 2"	3	\$ 915.00	\$ 2,745.00	3.00	\$ 2,745.00		\$ 2,745.00	###	\$ -
59	VALVE BOX REPLACEMENT	13	\$ 460.00	\$ 5,980.00		\$ -		\$ -	###	\$ 5,980.00
60	CUT IN WATER MAIN TEE SECTION	3	\$ 1,590.00	\$ 4,590.00		\$ -		\$ -	###	\$ 4,590.00
61	RELOCATE EXISTING FIRE HYDRANT	9	\$ 1,430.00	\$ 12,870.00	3.00	\$ 4,290.00		\$ 4,290.00	33.3%	\$ 8,580.00
62	TRAFFIC SIGNALIZATION, MODIFICATIONS	1	\$ 13,260.00	\$ 13,260.00		\$ -		\$ -		\$ 13,260.00
63	COMPOST	6	\$ 10,200.00	\$ 61,200.00		\$ -		\$ -		\$ 61,200.00
64	SEED+FERTILIZE (URBAN)	6	\$ 2,345.00	\$ 14,070.00		\$ -		\$ -		\$ 14,070.00
65	WATER-SOD/SPEC DITCH CNTLSLOPE PROTECT	300	\$ 60.00	\$ 18,000.00		\$ -		\$ -		\$ 18,000.00
66	SILT FENCE	3490	\$ 1.55	\$ 5,409.50	302.00	\$ 468.10		\$ 468.10	8.7%	\$ 4,941.40
67	SILT FENCE-DITCH CHECKS	90	\$ 1.80	\$ 162.00		\$ -		\$ -		\$ 162.00
68	RAWL OF SILT FENCE/SILT FENCE-DITCH CHECK	3590	\$ 0.10	\$ 359.00		\$ -		\$ -		\$ 359.00
69	MAINT OF SILT FENCE/SILT FENCE-DITCH CHECK	3590	\$ 0.10	\$ 359.00		\$ -		\$ -		\$ 359.00
70	PERIMETER-SLOPE SEDIMENT CNTL DEVICE, 6"	4890	\$ 1.55	\$ 7,579.50	178.00	\$ 275.90		\$ 275.90	3.6%	\$ 7,303.60
71	RAWL OF PERIMETER-SLOPE SEDIMENT CNTL DEV	4890	\$ 0.50	\$ 2,445.00		\$ -		\$ -		\$ 2,445.00
72	MOBILIZATIONS, EROSION CONTROL	4	\$ 500.00	\$ 2,000.00	2.00	\$ 1,000.00		\$ 1,000.00	50.0%	\$ 1,000.00
8001	MESSAGE BOARDS	15	\$ 110.00	\$ 1,650.00	15.00	\$ 1,650.00		\$ 1,650.00		\$ -
8002	TAPPING VALVE, 8 INCH	2	\$ 3,960.00	\$ 7,920.00	2.00	\$ 7,920.00		\$ 7,920.00	###	\$ -
Totals				\$2,047,447.63		\$495,855.35	\$54,605.24	\$550,460.59	###	\$ 1,496,987.04

Stored Material Summary

Contractor's Application

For (contract): SE 19th Street Improvements
 Contractor: Concrete Technologies
 Owner's Proj. No.: STP-U-3125(611)--70-77
 Engineer's Proj. No.: 1005-13A
 Application Number: 4
 Application Date: 8/20/2014

A Invoice No.	B Shop Drawing Transmittal	C Materials Description	D		E		F		G Materials in Storage (\$) (D + E - F)
			Stored Previously Date (Mo./Year)	Amount (\$)	Stored this Month Amount (\$)	Subtotal	Incorporated in Work Date (Mo./Year)	Amount (\$)	
		Logan Supply			\$54,605.24				
Totals					\$54,605.24				\$54,605.24



CONTRACTORS SUPPLY, INC.

SALES INVOICE

LOGAN CONTRACTORS SUPPLY, INC.
PO BOX 5283
DES MOINES, IOWA 50305-5283

Invoice #	136496
Invoice Date	08-21-14
Order #	148373
Page	1

B 09866
I CONCRETE TECHNOLOGIES INC
L 1001 SE 37TH STREET
L GRIMES IA 50111
T UNITED STATES
O

CERTIFIED

S 00027
H IADOT-POLK CO(611)
I STP-U-3125(611) --70-77
P BO #108-04/14
T JOB #14-026-04/22/14 00
O

Order Date	Terms	Customer P.O. #	Sales Rep	Ship Date	Ship Via	Loc/Whse
07-03-14	NET 30 DAYS	14026LOG	0001050	08-19-14	WADY DIRECT	01 DEMP

Part No	Description	Qty Ordered	Qty Shipped	Qty B/O	Unit Price	Extended Price
DIR1251842512CD	1.25X18X425-12'CDT 172 UNITS, HEAT # WILL BE SUPPLIED ON ATTACHED MILL CERTS.	2,064	2,064		4.38	9,040.32
DIR12518425CDTL	1.25X18X4.25CD,TECTYL(LF) 696 EACH, 13 DOWEL UNITS 70 EACH, 11 DOWELS UNITS 20 EACH, 10 DOWEL UNITS HEAT # WILL BE SUPPLIED ON ATTACHED MILL CERTS	10,018	10,018		4.38	43,878.84
DIRBASTAKE12/IA	12"X1/0 IOWA BASKET STAKE CONTRACT ITEM #0100	7,664	7,664		0.22	1,686.08

4114 State Street - Bettendorf, IA 52722 - 563-441-2949 - (Fax) 563-441-2953
4101 106th Street - Des Moines, IA 50322 - 515-253-9048 - (Fax) 515-253-9491
1325 S. Enterprise Dr. - Olathe, KS 66061 - 913-768-1551 - (Fax) 913-768-1171
6544 L Street - Omaha, NE 68117 - 402-339-3900 - (Fax) 402-597-0694
www.logancontractors.com

SUBTOTAL	54,605.24
TAX	0.00
TOTAL	54,605.24

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS



COMPLIANCE LETTER FOR:

(CD Baskets)

DATE: August 21, 2014

CONTRACTOR: Concrete Technologies, Inc.

PROJECT #/ NAME: STP-U-3125 (611)—70-77

PROJECT LOCATION: Polk County, Iowa

INVOICE #: J36496

TOTAL LINEAL FEET: 2,064

HEAT #(S) USED: KN1410199601, KN1410200101

This letter is to certify that the material itemized on the attached invoice was fabricated in accordance with the **IOWA DEPARTMENT OF TRANSPORTATION**.

Wady Industries, Inc. for **2,064 Lineal Feet** for the above project supplied the epoxy-coated dowels for the contraction baskets. All epoxy coating meets **AASHTO M254 TYPE B** specification and records of compliance for the epoxy-coated dowels are kept on file at our office.

All Steel and Iron products on this order were melted and manufactured in the USA.

Mill test reports of heat numbers are also kept on record for this project at our office. All records pertaining to the material used on this project will be kept for a period of five (5) years. If there are any questions, please contact me @ (515) 253-9048.

Sincerely,

Angie Langman

Material Certifications

4114 State Street • Bettendorf, IA 52722 • 563-441-2949 • (Fax) 563-441-2953
4101 106th Street • Des Moines, IA 50322 • 515-253-9048 • (Fax) 515-253-9491
1325 S. Enterprise Dr. • Olathe, KS 66061 • 913-768-1551 • (Fax) 913-768-1171
6544 L Street • Omaha, NE 68117 • 402-339-3900 • (Fax) 402-597-0694
www.logancontractors.com



CONTRACTORS SUPPLY, INC.

COMPLIANCE LETTER FOR:

(CD Baskets)

DATE: August 21, 2014

CONTRACTOR: Concrete Technologies, Inc.

PROJECT #/ NAME: STP-U-3125 (611)--70-77

PROJECT LOCATION: Polk County, Iowa

INVOICE #: J36496

TOTAL LINEAL FEET: 10,018

HEAT #(S) USED: KN1410199601, KN1410200101

This letter is to certify that the material itemized on the attached invoice was fabricated in accordance with the **IOWA DEPARTMENT OF TRANSPORTATION**.

Wady Industries, Inc. for **10,018 Lineal Feet** for the above project supplied the epoxy-coated dowels for the contraction baskets. All epoxy coating meets **AASHTO M254 TYPE B** specification and records of compliance for the epoxy-coated dowels are kept on file at our office.

All Steel and Iron products on this order were melted and manufactured in the USA.

Mill test reports of heat numbers are also kept on record for this project at our office. All records pertaining to the material used on this project will be kept for a period of five (5) years. If there are any questions, please contact me @ (515) 253-9048.

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6544 L Street • Omaha, NE 68117 • 402-339-3900 • (Fax) 402-597-0694

www.logancontractors.com

P.O. No. _____

14110

CITY OF GRIMES

101 N. Harvey, Grimes, IA 50111 phone: 515-986-3036 fax: 515-986-3846

PURCHASE REQUEST/PURCHASE ORDER

Source/Supplier Hach Company
Name
Po Box 608, Loveland, CO 80539
Address
800-227-4224
Phone Number/Fax Number

ITEMS	QTY	UNIT PRICE	TOTAL
CL-17 Flat Rate Repair	2	\$1,432	\$2,864 ⁰⁰
CL-17 Field Service Agreement	2	\$1,080	\$2,160
Turbidity Analyzer Maint. Plan	4	1,660	\$6,640
Turbidity Benchtop Calibration	1	348	\$348
DR 3900 Spectrophotometer + Accy	1	5,604.49	5,604.49

PURCHASE JUSTIFICATION: Repair = calibrate on-line analyzers at
water plant

13,616.49

DEPARTMENT: Water

LINE ITEM: Plant Repairs/Maint

BEGINNING BUDGET BALANCE: _____

ENDING BUDGET BALANCE: _____

PURCHASE REQUESTED BY: A. VOSS DATE: 8-21-14
PURCHASE ORDER APPROVAL AND ASSIGNMENT

Kelley L. Brown City Administrator/Clerk

Date

Council Approval date: (if over \$2500)

☐ Purchaser's Copy

☐ Vendor's Copy

☐ File Copy

Rochelle Williams

From: Ann Bass <abass3923@gmail.com>
Sent: Wednesday, July 23, 2014 9:46 AM
To: Rochelle Williams; Ann Bass; John Seward; Marilyn Scroggins; Mary Jo Sires; Neil Donohoe
Subject: Re: Council Consideration

Dear Grimes City Council and Rochelle,

The Glenstone Board of Directors (3305 SE Glenstone Dr, Grimes) would like to begin a discussion with the Grimes' City Council if they would be interested in us deeding our north lot that is below the power lines and has the paved trail through it to the City of Grimes.

Please put us on your August Council agenda. (August 26th?- please confirm the date.)

Thank you so much.

Ann Bass, Glenstone's Board of Director's Secretary

On Thu, Jul 3, 2014 at 11:33 AM, Rochelle Williams <rwilliams@ci.grimes.ia.us> wrote:

Ann,

I just wanted to let you know that I will plan to put your request on the Council meeting for July 22, 2015. Once we receive your request that Council will need some time to discuss it. I hope that works for you.

Thank you.

Rochelle Williams
City Clerk

City of Grimes

101 NE Harvey Street

Grimes, Iowa 50111

Phone: [515-986-3036](tel:515-986-3036)

FAX: [515-986-3846](tel:515-986-3846)

rwilliams@ci.grimes.ia.us

Rochelle Williams

From: John Gade <jmg@foxeng.com>
Sent: Thursday, August 21, 2014 11:14 AM
To: Rochelle Williams
Cc: Dave Sigler; Kelley Brown
Subject: Re: Council Consideration
Attachments: Glenstone Village - Outlot.jpg

Thanks for the heads up.

The primary concern would be maintenance. Dave should be prepared to respond to the additional yearly costs associated with:

Mowing & weed control - 6.7 acres

Snow Removal - 1,310 l.f. of 8-ft trail & 870 l.f. of 4-ft walk

Glenstone Park is right across the street. So I doubt the City wants additional greenspace right across the street.

Could be a community garden.

Could be a dog park.

It is under the powerlines, so you can't plant trees, raise the grade, build buildings.

John Gade, P.E.
Director of Municipal Engineering

FOX Engineering Associates, Inc.
414 South 17th Street | Suite 107 | Ames, IA 50010
Office | 515.233.0000 | Cell | 515.291.2470
www.foxeng.com

From: "Rochelle Williams" <rwilliams@ci.grimes.ia.us>
To: "John Gade (jmg@foxeng.com)" <jmg@foxeng.com>
Sent: Thursday, August 21, 2014 9:36:07 AM
Subject: FW: Council Consideration

John,

Just a reminder that this will be on the agenda for next Tues. Kelley would like the Council be aware of any concerns you may have regarding this.

Thank you.

Rochelle Williams

City Clerk
City of Grimes
101 NE Harvey Street
Grimes, Iowa 50111
Phone: 515-986-3036
FAX: 515-986-3846
rwilliams@ci.grimes.ia.us



Aspen Business Park | 414 South 17th Street, Suite 107 | Ames, Iowa 50010

August 20, 2014

Mayor and City Council
City of Grimes
101 North Harvey Street
Grimes, IA 50111

Re: Award of 2014 HMA Resurfacing Program
FOX Ref No: 1005-14B

Dear Mayor and City Council:

City Staff requested that bids be taken for constructing HMA Resurfacing on NE Harvey Street from the City Hall parking lot to 200' north of NE 7th Street; NE Circle Drive and Sunny Hill Cemetery Roads and to include in the project transverse joint repairs on HMA streets in Beaver Brooke Subdivision.

On August 20, 2014 two bids were received on the project in the following amounts:

Des Moines Asphalt	\$429,294.00
Grimes Asphalt & Paving	\$331,805.00
Engineers Estimate	\$322,650.00

The Grimes Asphalt & Paving bid is 2.8% over the Engineer's estimate.

An evaluation of Grimes Asphalt & Paving was made to determine if they are a qualified and responsible contractor.

Grimes Asphalt has been operating in the area since 1980 and has a history of satisfactory performance on similar projects. Projects include hot mix asphalt (HMA) overlays of South James, SE 19th Street (west of Iowa 141), and SE 37th Street in 2009, and HMA paving for the Grimes Cemetery Expansion in 2010. Grimes Asphalt completes approximately 300 HMA overlays per year.

The contract completion date is November 14, 2014. Grimes Asphalt should have the project completed prior to the project deadline.

Grimes Asphalt has reviewed their Bid and found no errors or omissions in their proposal. Based on past experience, project history, and current work load, FOX believes Grimes Asphalt has a practical knowledge of the work, adequate equipment, necessary supervisory personnel and the financial resources to complete the work.

Therefore, FOX recommends that the 2014 HMA Resurfacing Program be awarded to Grimes Asphalt and Paving Corporation for their Total Bid of \$331,805.00.

We believe this represents the lowest responsive, responsible bid for the project. Prior to the City of Grimes approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and payment bonds for conformance with the City of Grimes requirements.

Please contact us with any questions or comments regarding these recommendations.

Very truly yours,
FOX Engineering Associates, Inc.

Jerry Byg, P.E.
Project Manager

cc: Kelley Brown, John Gade

BID TABULATION

HMA Paving Improvements

BID DATE: Aug 20, 2014 @ 11:00am

FOX PN 1005-14B

CONTRACTORS:				Engineer's Opinion		Grimes Asphalt & Paving Inc		OMG Midwest, Inc.	
Probable Cost				5550 NE 22nd Street PO BOX 3374		PO Box 3385		Des Moines, IA 50316	
CHECK OR BID BOND									
ITEM NO.	DESCRIPTION	QTY	UNITS	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$5,000.00	\$5,000.00	\$13,775.00	\$13,775.00
2	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	\$2,500.00	\$2,500.00	\$6,375.00	\$6,375.00
3	Granular Shoulder Surfacing, Type B	30	TON	\$ 35.00	\$ 1,050.00	\$85.00	\$2,550.00	\$115.00	\$3,450.00
4	Special Backfill	100	TON	\$ 25.00	\$ 2,500.00	\$44.00	\$4,400.00	\$65.00	\$6,500.00
5	Adjustment of Fixtures	6	EA	\$ 100.00	\$ 600.00	\$120.00	\$720.00	\$325.00	\$1,950.00
6	Manhole Adjustment, Minor	8	EA	\$ 1,100.00	\$ 8,800.00	\$2,300.00	\$18,400.00	\$2,600.00	\$20,800.00
7	Pavement Removals (6-Inch) and Subgrade Restoration	1450	SY	\$ 10.00	\$ 14,500.00	\$9.00	\$13,050.00	\$18.50	\$28,825.00
8	Cleaning and Preparation of Base	50	STA	\$ 120.00	\$ 6,000.00	\$24.00	\$1,200.00	\$400.00	\$20,000.00
9	Surface Milling	4700	SY	\$ 4.00	\$ 18,800.00	\$2.25	\$10,675.00	\$8.25	\$38,775.00
10	Partial Depth Finish Patches	60	TON	\$ 300.00	\$ 18,000.00	\$242.00	\$14,520.00	\$180.00	\$9,600.00
11	Full Depth Repair Patches	1450	SY	\$ 40.00	\$ 58,000.00	\$41.00	\$59,450.00	\$60.00	\$87,000.00
12	Full Depth Repair Patches By Count	51	EA	\$ 100.00	\$ 5,100.00	\$180.00	\$9,180.00	\$160.00	\$8,160.00
13	HMA (300K ESAL) 1/2" Surface Course, 2-Inch Depth, No Special Friction, PG 64-22	630	TON	\$ 95.00	\$ 59,850.00	\$118.00	\$74,340.00	\$115.00	\$72,450.00
14	HMA (3M ESAL) 1/2" Scratch Course, 0.5-Inch Depth, No Special Friction, PG 64-22	300	TON	\$ 100.00	\$ 30,000.00	\$102.00	\$30,600.00	\$95.00	\$28,500.00
15	HMA (3M ESAL) 1/2" Surface Course, 2.0-Inch Depth, No Special Friction, PG 64-22	780	TON	\$ 100.00	\$ 78,000.00	\$102.00	\$79,560.00	\$95.00	\$74,100.00
16	Hot Mix Asphalt Testing	1	LS	\$ 1,030.00	\$ 1,030.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00
17	PETROTAC Fabric	1140	LF	\$ 3.00	\$ 3,420.00	\$4.00	\$4,560.00	\$8.10	\$6,954.00
	TOTAL				\$322,650.00		\$331,805.00		\$428,294.00

PREPARED BY:

FOX ENGINEERING ASSOCIATES, INC.

AMES, IOWA

**CITY OF GRIMES
NOTICE OF HEARING AND INVITATION TO BID
FOR**

**2014 HMA Resurfacing Program
Grimes, Iowa**

NOTICE IS HEREBY GIVEN:

Sealed proposals will be received by the City Clerk, City of Grimes, Iowa, in her office at City Hall, 101 NE Harvey, Grimes, IA 50111, before 11:00 AM (local time) on August 20, 2014 for the project described as 2014 HMA Resurfacing Program, Grimes, Iowa, as hereinafter described in general and as described in detail in the Bidding Requirements and Contract Documents for said improvements now on file in the office of the City Clerk. Proposals will be acted upon by the City Council at a meeting to be held at 5:30 PM on August 26, 2014 in the City Council Chambers, Grimes, Iowa or at such later time as may be designated at said meeting. At said meeting, a hearing will be held on the proposed Bidding Requirements, Contract Documents (drawings and specifications) and Estimate of Cost for said project, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is as follows: **HMA Resurfacing on NE Harvey Street from City Hall parking lot to 200' north of NE 7th Street, on NE Circle Drive and on Sunny Hill Cemetery access roads and transverse joint repair in Beaver Brooke West Subdivision Plat 4**

The work consists of the following estimated quantities: HMA 3M EASL 1080 tons, HMA 300K EASL 630 tons, HMA Patching 6" depth 1450 SY, Surface Milling 4700 SY, fixture adjustments and miscellaneous appurtenant items. The estimated cost of these improvements is \$300,000.

The method of construction shall be by contract in accordance with the Bidding Requirements and Contract Documents for said improvements approved by the City of Grimes City Council.

Each proposal shall be made out on a blank form furnished by the City and shall be submitted in a sealed envelope marked, 2014 HMA Resurfacing Program, Grimes, Iowa. Each proposal must be accompanied either by a cashier's check or certified check in the amount of five percent (5%) drawn on an Iowa bank or a bank chartered under the laws of the United States, a Bid Bond or credit union certified share draft in the amount of five percent (5%) of the proposal, drawn on a credit union in Iowa or chartered under the laws of the United States and filed in an envelope separate from the one containing the proposal, made payable to the City of Grimes, Iowa, and said check or draft may be cashed or the Bid Bond declared forfeited by the City of Grimes, Iowa as liquidated damages in the event the successful bidder fails to enter into a contract within fifteen (15) days of the Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law and the Specifications.

Payment to the Contractor for said construction will be made in cash.

The Contractor will be paid each month Ninety-five Percent (95%) of the Engineer's Estimate of the value of work completed at the end of the preceding month. Final payment will be made no sooner than thirty (30) days after completion of the work and acceptance by the Owner.

Notice to Proceed shall be issued upon execution of the Agreement by the contractor with delivery of acceptable bonds and certificate of insurance and execution of the Agreement by the owner. The work shall commence as soon as possible and be completed by November 14, 2014. Liquidated damages for not meeting the final completion date shall be \$500 per day.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor.

The Owner reserves the right to reject any or all proposals and to waive informalities.

The successful bidder will be required to furnish a bond in an amount equal to 100% of the contract price, and said bond to be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and the warranty of the materials and workmanship for not less than four (4) years from the time of acceptance of said improvements by the City Council.

Bidding Requirements and Contract Documents governing the construction of the proposed improvements have been prepared by FOX Engineering Associates, Ames, Iowa, which documents and the proceedings of the City Council referring to and defining said improvements are hereby made a part of this Notice and the proposed contract by reference and the proposed contract shall be executed to comply therewith.

The Owner reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) days from the date of receipt of proposals.

Complete digital project bidding documents are available at www.questcdn.com. Prospective bidders may download the digital plan documents at no cost, but must input the Quest project cost number 3470064 on the website's project search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, printing, and working with this digital project information. Website registration is necessary to ensure that prospective bidders remain informed of addendum and other essential communications prior to the bid date. If the prospective bidder has a concern about the validity of the digital information downloaded from www.questcdn.com, then prospective bidder shall access the paper copies on file at the Owner's or the Engineer's office to verify the information in question.

Paper copies of said Bidding Requirements and Contract Documents are now on file in the office of the City Clerk, City Hall, Grimes, Iowa, for examination by prospective bidders, and prospective bidders may obtain paper copies from FOX Engineering Associates, 414 South 17th Street, Suite 107, Ames, Iowa, 50010. A deposit charge of \$20.00 per set of Bidding Requirements and Contract Documents will be made, all of which will be refunded if returned in reusable condition within 14 days of the Award of Contract. If all documents are not returned in reusable condition and within 14 days, the deposit shall be forfeited.

Published by order of the City Council of Grimes, Iowa

Rochelle Williams, City Clerk

ORDINANCE NO.635

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF GRIMES, IOWA, AN **ELECTRIC SYSTEM** AND COMMUNICATIONS FACILITIES AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Grimes, Iowa:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called the "Company," and its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Grimes, Iowa, hereinafter called the "City," a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, alleys and public places to serve customers within and without the City, and to furnish and sell electric energy to the City and its inhabitants. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2013 or as subsequently amended or changed.

Section 3. The Company shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as excavate and bury conductors for the distribution of electric energy and communications signals in and through the City, but all said conduits and poles shall be placed as not to unreasonably interfere with the construction of any water pipes, drain or sewer which have been or may hereafter be located by authority of the City.

Section 4. The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be done in accordance with current nationally accepted safety and utility industry standards and federal and state law, rules and regulations.

Section 5. The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street

or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley of such street or alley. The City and the Company shall work together to develop a suitable alternative route or construction method so as to eliminate or minimize the cost and expense to the company of relocation of company installations. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested, the City shall provide, at no cost to the Company, copies of the relocation plan and profile and cross section drawings. If tree removals must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree removals does not coincide with the Company facilities relocation schedule and the Company must remove trees that are included in the City's portion of the project, the City shall either remove the trees or reimburse the Company for the expenses incurred to remove said trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 6. In making excavations in any streets, avenues, alleys and public places for the installation, maintenance or repair of conductor, conduits or the erection of poles and wires or other appliances, the Company shall not unreasonably obstruct the use of the streets, and shall replace the surface, restoring the condition as existed prior to the Company excavation. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition required for the City to comply with city, state or federal rules, regulations or law. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition.

Section 7. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 8. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous ten (10) years.

Section 9. Pursuant to relocation of Company facilities as may be required by Sections 3, 5, 6, 7 and 8, if the City orders or requests the Company to relocate its existing facilities or equipment in order to facilitate the project of a commercial or private developer or other non-public entity, the City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation of its existing facilities or equipment. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 10. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 11. Upon reasonable request the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in city right of way. The Company and City recognize the information provided will, under current Iowa law, constitute public records, but that nonetheless, some information provided will be confidential under state or federal law or both. Therefore, the City shall not release any information with respect to the location or type of equipment which the Company owns or controls in the right of way which may constitute a trade secret or which may otherwise be protected from public disclosure by state or federal law. Furthermore, the City agrees that no documents, maps or information provided to the City by the Company shall be made available to the public or other entities if such documents or information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time.

Section 12. The Company shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 13. During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with and in accordance with the applicable regulations of the Iowa Utilities Board, the Company's tariff and made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 14. There is hereby imposed upon and shall be collected from the retail electric customers of the Company receiving service, pursuant to the Tariff, located within the corporate limits of the City and remitted by the Company to the City, a franchise fee of _____ percent from each customer of the gross

receipts, minus uncollectable amounts, derived by the Company from the delivery and sale of electric energy to customers within the corporate limits of the City;

Section 15. The City may, as allowed by Iowa law, exempt customer classes of sales from imposition of the franchise fee, or modify, decrease or eliminate the franchise fee. The City reserves the right to cancel any or all the franchise fee exemptions and also reserves the right to grant exemptions to customer classes in compliance with Iowa law and Section 16 of this ordinance. The City does therefore exempt the customer classes or customer groups shown below franchise fees.

- **Customer classes initially exempted by the City: City Accounts**

Section 16. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. Any such ordinance exempting classes of customers, increasing, decreasing, modifying or eliminating the franchise fee shall become effective, and billings reflecting the change shall commence on an agreed upon date which is not less than 60 days following written notice to the Company by certified mail. The Company shall not be required to implement such new ordinance unless and until it determines that it has received appropriate official documentation of final action by the city council.

Section 17. The City recognizes the administrative burden collecting franchise fees imposes upon the Company and the Company requires lead time to commence collecting said franchise fees. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following 90 days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee. The City shall provide the information and data required in a form and format acceptable to the Company. The Company will, if requested by the City, provide the City with a list of premises considered by the Company to be within the corporate limits of the City.

Section 18. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The City shall be solely responsible for notifying Company of its corporate limits, including, over time, annexations or other alterations thereto, and customer classes that it wishes to subject to, or to the extent permitted by law, exempt from paying the franchise fee. The City shall provide to the Company, by certified mail, copies of annexation ordinances in a timely manner to ensure appropriate franchise fee collection from customers within the corporate limits of the City. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances from the City.

Section 19. The City shall indemnify the Company from claims of any nature arising out of or related to the imposition and collection of the franchise fee. In addition, the Company shall not be liable for collecting

franchise fees from any customer originally or subsequently identified, or incorrectly identified, by the City as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

Section 20. The Company shall remit franchise fee revenues to the City no more frequently than on or before the last business day of the month following each quarter as follows.

- January, February and March
- April, May and June
- July, August and September, and
- October, November and December

The Company shall provide City with notice at least thirty (30) days in advance of any changes made in this collection schedule, including any alterations in the calendar quarters or any other changes in the remittance periods.

Section 21. The City recognizes that the costs of franchise fee administration are not charged directly to the City and agrees it shall, if required by the Company, reimburse the Company for any initial or ongoing costs incurred by the Company in collecting franchise fees that Company in its sole opinion deems to be in excess of typical costs of franchise fee administration.

Section 22. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from City customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 23. The obligation to collect and remit the fee imposed by this ordinance is modified or repealed if:

1. Any other person is authorized to sell electricity at retail to City consumers and the City imposes a franchise fee or its lawful equivalent at zero or a lesser rate than provided in this ordinance, in which case the obligation of Company to collect and remit franchise fee shall be modified to zero or the lesser rate;
2. The City adds additional territory by annexation or consolidation and is unable or unwilling to impose the franchise fee upon all persons selling electricity at retail to consumers within the additional territory, in which case the franchise fee imposed on the revenue from sales by Company in the additional territory shall be zero or equal to that of the lowest fee being paid by any other retail seller of electricity within the City; or
3. Legislation is enacted by the Iowa General Assembly or the Supreme Court of Iowa issues a final ruling regarding franchise fees or the Iowa Utilities Board issues a final nonappealable order (collectively, "final franchise fee action") that modifies, but does not repeal, the ability of the City to impose a franchise fee or the ability of Company to collect from City customers and remit franchise fees to City. Within 60 days of

final franchise fee action, the City shall notify Company and the parties shall meet to determine whether this ordinance can be revised, and, if so, how to revise the franchise fee on a continuing basis to meet revised legal requirements. After final franchise fee action and until passage by the City of revisions to the franchise fee ordinance, Company may temporarily discontinue collection and remittance of the franchise fee if in its sole opinion it believes it is required to do so in order to comply with revised legal requirements.

The other provisions of this ordinance to the contrary notwithstanding, the Company shall be completely relieved of its obligation to collect and remit to the City the franchise fee as, effective as the date specified below with no liability therefore under each of any of the following circumstances as determined to exist in the sole discretion of Company:

1. Any of the imposition, collection or remittance of a franchise fee is ruled to be unlawful by the Supreme Court of Iowa, effective as of the date of such ruling or as may be specified by that Court.
2. The Iowa General Assembly enacts legislation making imposition, collection or remittance of a franchise fee unlawful, effective as of the date lawfully specified by the General Assembly.
3. The Iowa Utilities Board, or its successor agency, denies the Company the right to impose, collect or remit a franchise fee provided such denial is affirmed by the Supreme Court of Iowa, effective as of the date of the final agency order from which the appeal is taken.

Section 24. The City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge right of way management fees upon the Company or fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 25. Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A Party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 26. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 27. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within ten (10) days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this

ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of the Company's acceptance. In the event that the Company does not file its written acceptance of this ordinance within 30 days after its approval by the City Council, this ordinance shall be void and of no effect.

Section 28. Upon the effective date of this ordinance, all prior electric franchises granted to the Company to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ____ day of _____, 2014.

CITY OF GRIMES, IOWA

By:

Thomas M. Armstrong, Mayor

ATTEST:

(OFFICIAL SEAL)

Rochelle Williams, City Clerk

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____, passed by the City Council of said City at a meeting held _____, 2014, and signed by the mayor _____, 2014, and published as provided by law on _____, 2014.

(OFFICIAL SEAL)

City Clerk

ORDINANCE NO. 636

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF GRIMES, IOWA, A **NATURAL GAS SYSTEM** AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Grimes, Iowa:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called "Company," and to its successors and assigns the right and franchise to acquire, construct, erect, maintain and operate in the City of Grimes, Iowa, hereinafter called the "City," a gas distribution system, to furnish natural gas along, under and upon the right-of-way, streets, avenues, alleys and public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2013, or as subsequently amended or changed.

Section 3. Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to unreasonably interfere with the construction of any water pipes, drain or sewer which have been or may hereafter be located by authority of the City.

Section 4. The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction reconstruction, maintenance or repair of the street or alley. Relocation expenses for other hard surfaces, including pedestrian and non-motorized vehicle pathways, will be paid by the City. If the City has a reasonable alternative route for the street, alley or public improvements or an alternative construction method, which would not cause the relocation of the Company installations, the City shall select said alternative route, or construction method. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, at no cost to the Company, copies of its relocation plan and

profile and cross section drawings. If tree removals must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree removals does not coincide with the Company facilities relocation schedule and Company must remove trees that are included in the City's portion of the project, the City shall either remove the trees at its cost or reimburse the Company for the expenses incurred to remove said trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

Section 6. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous ten (10) years.

Section 8. Pursuant to relocation of Company facilities as may be required by Sections 3, 4, 5, 6 and 7 of this Ordinance, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly or indirectly facilitate the project of a commercial or private developer or other non-public entity, City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 10. Upon reasonable request the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in city right of way, including documents, maps and other information in paper or electronic or other forms ("Information"). The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Therefore, the City shall not release any Information without prior consent of the Company and shall return the Information to Company upon request. City recognizes that Company claims the Information may constitute a trade secret or is otherwise protected from public disclosure by state or federal law on other grounds and agrees to retain the Information in its non-public files. Furthermore, the City agrees that no documents, maps or information provided to the City by the Company shall be made available to the public or other entities if such documents or information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time.

Section 11. The Company shall extend its mains and pipes and operate, and maintain the system in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 12. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent and in accordance with the applicable regulations of the Iowa Utilities Board the Company's tariff made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 13. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 14. Pursuant to the tariff, there is hereby imposed upon the Company a franchise fee of _____ percent (___ %) upon gross revenue of the Company, minus uncollectible accounts, derived from the distribution, transmission and retail sale of natural gas by the Company to customers within the corporate limits of the City. Franchise fees shall be remitted on or before the last business day of the month following the close of the calendar quarter in which fees were charged.

Section 15. The City may, as allowed by Iowa law, exempt customers of sales from imposition of the

franchise fee, or modify, decrease or eliminate the franchise fee. The City reserves the right to cancel any or all the franchise fee exemptions and also reserves the right to grant exemptions in compliance with Iowa law and Section 17 of this ordinance. The City does therefore exempt the customer classes in Section 14 from paying franchise fees.

- **Customer classes exempted by the City at time of imposing a franchise fee percentage greater than zero (0) percent:**

Section 16. The City recognizes the administrative burden collecting franchise fees imposes upon the Company and the Company requires lead time to commence collecting said franchise fees. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee. The City shall provide the information and data required in a form and format acceptable to the Company. The Company will, if requested by the City, provide the City with a list of premises considered by the Company to be within the corporate limits of the City.

Section 17. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The City shall be solely responsible for notifying Company of its corporate limits, including, over time, annexations or other alterations thereto, and customer classes that it wishes to subject to, or to the extent permitted by law, exempt from paying the franchise fee. The City shall provide to the Company, by certified mail, copies of annexation ordinances in a timely manner to ensure appropriate franchise fee collection from customers within the corporate limits of the City. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than 60 days after receiving annexation ordinances from the City.

Section 18. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. Any such ordinance exempting classes of customers, increasing, decreasing, modifying or eliminating the franchise fee shall become effective, and billings reflecting the change shall commence on an agreed upon date which is not less than sixty (60) days following written notice to the Company by certified mail. The Company shall not be required to implement such new ordinance unless and until it determines that it has received appropriate official documentation of final action by the city council.

Section 19. The City shall indemnify the Company from claims of any nature arising out of or related to the imposition and collection of the franchise fee. In addition, the Company shall not be liable for collecting franchise fees from any customer originally or subsequently identified, or incorrectly identified, by the City as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of

franchise fees.

Section 20. The Company shall remit franchise fee revenues to the City no more frequently than on or before the last business day of the month following each quarter as follows.

- January, February and March
- April, May and June
- July, August and September, and
- October, November and December

MidAmerican shall provide City with notice at least 30 days in advance of any changes made in this collection schedule, including any alterations in the calendar quarters or any other changes in the remittance periods.

Section 21. The City recognizes that the costs of franchise fee administration are not charged directly to the City and agrees it shall, if required by the Company, reimburse the Company for any initial or ongoing costs incurred by the Company in collecting franchise fees that Company in its sole opinion deems to be in excess of typical costs of franchise fee administration.

Section 22. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from City customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers, the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 23. The obligation to collect and remit the fee imposed by this ordinance is modified or repealed if:

1. Any other person is authorized to sell natural gas at retail to City consumers and the City imposes a franchise fee or its lawful equivalent at zero or a lesser rate than provided in this ordinance, in which case the obligation of Company to collect and remit franchise fee shall be modified to zero or the lesser rate;
2. The City adds additional territory by annexation or consolidation and is unable or unwilling to impose the franchise fee upon all persons selling natural gas at retail to consumers within the additional territory, in which case the franchise fee imposed on the revenue from sales by Company in the additional territory shall be zero or equal to that of the lowest fee being paid by any other retail seller of natural gas within the City; or
3. Legislation is enacted by the Iowa General Assembly or the Supreme Court of Iowa issues a final ruling regarding franchise fees or the Iowa Utilities Board issues a final nonappealable order (collectively, "final franchise fee action") that modifies, but does not repeal, the ability of the City to impose a franchise fee or the ability of Company to collect from City customers and remit franchise fees to City. Within 60 days of final franchise fee action, the City shall notify Company and the parties shall meet to determine whether this ordinance can be revised, and, if so, how to revise the franchise fee on a continuing basis to meet revised legal requirements. After final franchise fee action and until passage by the City of revisions to the franchise fee ordinance, Company may temporarily discontinue collection and remittance of the franchise fee if in its sole opinion it believes it is required to do so in order to comply with revised legal requirements.

The other provisions of this ordinance to the contrary notwithstanding, the Company shall be completely relieved of

its obligation to collect and remit to the City the franchise fee as, effective as the date specified below with no liability therefor under each of any of the following circumstances as determined to exist in the sole discretion of Company:

1. Any of the imposition, collection or remittance of a franchise fee is ruled to be unlawful by the Supreme Court of Iowa, effective as of the date of such ruling or as may be specified by that Court.
2. The Iowa General Assembly enacts legislation making imposition, collection or remittance of a franchise fee unlawful, effective as of the date lawfully specified by the General Assembly.
3. The Iowa Utilities Board, or its successor agency, denies the Company the right to impose, collect or remit a franchise fee provided such denial is affirmed by the Supreme Court of Iowa, effective as of the date of the final agency order from which the appeal is taken.

Section 24. Upon implementation of a franchise fee the City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge Company right of way management fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 25. Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 26. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 27. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within 10 days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event that MidAmerican Energy Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council this ordinance shall be void and of no effect.

Section 28. Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ____th day of _____ 2014.

CITY OF GRIMES, IOWA

By: Mayor/Mayor Pro Tem

ATTEST:

(OFFICIAL SEAL)

City Clerk

I, Rochelle Williams, City Clerk of the City of Grimes, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. ____, passed by the City Council of said City at a meeting held _____, 2014, and signed by the mayor _____, 2014, and published as provided by law on _____, 2014.

(OFFICIAL SEAL)

City Clerk



UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
Washington, DC 20233-0001

August 1, 2014

City of Grimes
Attn: Ms. Rochelle Williams
101 NE Harvey Street
Grimes, IA 50111

Dear Ms. Williams:

This letter acknowledges receipt of your payment in amount of \$200 for a cost estimate for a **Full Special Census of the City of Grimes, Iowa.**

The estimated total cost of a **Full Special Census of the City of Grimes, Iowa** based on your population estimate of 10,000 persons, is \$212,754. Of this amount, \$126,779 is paid to the U.S. Census Bureau in advance, and \$85,975 is held by the City of Grimes, Iowa to pay local persons who work on the Special Census.

We are enclosing two copies of the Memorandum of Agreement (MOA) for the Special Census. Please read the MOA carefully, giving particular attention to the Terms and Conditions section, so you are aware of the responsibilities of all the parties involved.

As indicated in Terms and Conditions b (iii), the Governmental Unit is directly responsible for recruiting and compensating all field personnel determined necessary by the Census Bureau for taking the Special Census. The cost of the Special Census could increase significantly if sufficient applicants are not provided due to the additional costs associated with recruiting additional applicants.

It will be necessary to have an authorized local official sign and complete both copies of the **MOA** in the section designated **"FOR THE GOVERNMENTAL UNIT."** If you would like us to begin working on your Special Census, please mail both signed copies of the **MOA** to the following address:

**U.S. Census Bureau
Mr. Michael A. Hall
Chief, Special Census Branch
Field Division, 5H023
4600 Silver Hill Road
Washington, D.C. 20233**

Please forward your traceable payment for \$126,779, payable to Commerce-Census, to the following address:

**U.S. Census Bureau
Finance Division
ATTN: Receipts Team
CENHQ FIN 2K106D
4600 Silver Hill Road
Washington, DC 20233**

Note: By presenting your check you authorize the conversion of your check into an electronic funds transfer. Your check is voided and destroyed by the Census Bureau and you will not receive the original check back from your financial institution. If the electronic funds transfer cannot be processed for technical reasons, you authorize us to process the copy of your original check. This cost estimate is valid for six (6) months from the date of this letter.

Approximately three weeks after we receive your payment and signed MOA, you will receive a set of census maps for your jurisdiction with specific instructions to provide updates for current corporate boundaries. It is important that you review these maps and delineate the current boundaries of your jurisdiction and return them within one week after receipt.

Ordinances and plats are required for annexations. Information received from you regarding updated corporate limits will be used in the preparation of all maps and geographic products required to conduct your Special Census. Questions regarding corporate limits must be resolved before the Special Census begins.

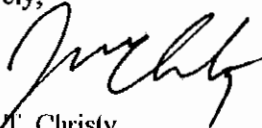
Total time needed to complete your Special Census and provide official census statistics is approximately 6-7 months from the time we receive the MOA and partial payment. Preparatory work takes approximately 3 months, enumeration averages about one month, and data processing takes about 3 months. Providing official data within 6-7 months of receiving a signed MOA assumes that all mapping updates from the governmental unit are returned within the requested time frame.

We cannot guarantee the delivery of the official census statistics on a specific date. However, we will make every effort to deliver the data as soon as possible after enumeration is complete. If you require the official census statistics on or before a specific date, please contact us before signing the MOA so that we can discuss together the feasibility of meeting this deadline. Please note that the Census Bureau will provide the Special Census data to any federal, state, or local governmental office, or other individual upon receipt of a written request.

Enclosed is a Customer Registration Form in which we have filled out most of the information for you other than your Tax Identification Number (TIN). In section D2, Non-Federal Customers, please insert your TIN. After completion, please fax to the Table Maintenance Team (TMT) as instructed on the form.

If you have any questions or require further information, please contact the Special Census Branch, at 301-763-1429 or fax 301-763-4851.

Sincerely,



James T. Christy
Acting Chief, Field Division

Enclosures



UNITED STATES DEPARTMENT OF COMMERCE
Economics and Statistics Administration
U.S. Census Bureau
Washington, DC 20233-0001

**Memorandum of Agreement
Through Which
The City of Grimes, Dallas & Polk Counties, Iowa
Is Purchasing a Special Census
From the U.S. Census Bureau**

Agreement No. 25041

1) Parties and Scope

This document establishes an agreement between the **City of Grimes, Dallas & Polk Counties, Iowa** (Governmental Unit) and the Field Division, U.S. Census Bureau (Census), through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 U.S.C. § 196.

2) Authority

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the "Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated 'Official Census Statistics'. These statistics may be used in the manner provided by applicable law."

3) Confidentiality

The data, including individual information collected by the enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9, and the questionnaires shall be controlled by and returned directly to the authorized representative of the Census Bureau. All such special census questionnaires and all other papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance and they must take Title 13 awareness training. Any access to Title 13 data at *the Governmental Unit's facility* is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy Committee upon assurance that the facility and information technology security meet Census Bureau requirements.

4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will achieve full cost recovery for the goods and services it is providing under this agreement:
 - i) The Census Bureau shall designate one or more experienced employees to direct the taking of the special census.
 - ii) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of enumerators, crew leaders, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.
 - iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results. This count, which shall be as of the date of the special census, will be provided in writing and signed by an appropriate Census Bureau official.
 - iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.

The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13, United States Code, to protect the confidentiality of respondents.

The Census Bureau can only use the special census counts in the intercensal population estimates program if:

- (a) the entire area of a governmental unit is included in the special census,
- (b) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and
- (c) the boundaries are reported to the Census Bureau for processing by April 1 of the estimates year, and

- (d) final approved counts from the Special Census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a special census for only a portion of their area, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates. The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- b) The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census:
- i) The Governmental Unit shall update maps of the proposed census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.
 - ii) The Governmental Unit shall supply, free of charge, satisfactory office quarters equipped with telephone(s), office furniture, photocopier, fax machine, and other equipment and furnishings as determined necessary and proper by the Census Bureau. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.
 - iii) In taking the special census, the Governmental Unit is directly responsible for recruiting and compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Governmental Unit shall recruit sufficient qualified applicants for enumerators, crew leaders, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Governmental Unit shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.
 - iv) Notwithstanding the Governmental Unit's responsibility for recruitment and compensation, such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder. The Census Bureau reserves the right to reject any persons recommended by the Governmental Unit if such persons fail to meet the established employment standards.

In the event that sufficient suitable applicants are not furnished by the Governmental Unit for the necessary positions and the Census Bureau must expend funds to obtain applicants to fill the remaining positions, the Governmental Unit agrees to reimburse the Census Bureau for

those additional expenses. This will increase the costs estimated in (b)(v) and (b)(vi) below. In addition, if the Governmental Unit fails to provide sufficient suitable applicants, delays in completing the special census may occur.

- v) The Governmental Unit shall pay directly enumerators, crew leaders, and others hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau.
 - (1) The compensation of such enumerators, crew leaders, and others shall be paid to them directly by the Governmental Unit upon approval by the designated Census Bureau employee. The Governmental Unit shall pay or withhold from the compensation paid to the enumerators, crew leaders, and others locally employed all amounts necessary for Social Security, federal, state, and local income tax, continuation of pay, or other sums required to be paid or withheld by federal, state, or local laws. The amount necessary to cover these expenses, not including worker's compensation and continuation of pay, is estimated to be \$85,975. The Governmental Unit agrees that these funds will be available for disbursement upon approval of the designated Census Bureau employee.
 - (2) The Government Unit shall reimburse the Census Bureau for all funds expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
 - (3) The Governmental Unit shall reimburse the Census Bureau and/or the United States for all funds expended in the processing, investigation and defense of all administrative and/or judicial claims regarding the actions of temporary employees arising from their employment pursuant to this Memorandum of Agreement (MOA). In addition, the Governmental unit agrees to indemnify the Census Bureau and/or the United States for any settlements and/or judgments incurred by the latter as a result of the actions of temporary employees arising from their employment pursuant to this MOA.
- vi) In addition to the salary expenses to be paid directly by the Governmental Unit to all temporary employees hired locally, the Governmental Unit agrees to pay all other expenses related to the taking of the special census, including but not limited to
 - (1) administrative and technical work performed by headquarters and regional personnel;
 - (2) printing and preparation of enumeration questionnaires and related materials;
 - (3) map preparation;
 - (4) tabulation expenses;
 - (5) the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and
 - (6) other incidental expenses incurred by the Census Bureau in completing the special census. Based on an estimate of the population of 10,000 the estimated cost for these services is \$126,779. A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and billing or refund made as appropriate. This payment is for Census Bureau costs referenced in this item and excludes those directly payable by the Governmental Unit under item (b)(v) above.
- vii) In accordance with (b)(vi), if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice. A late charge shall be imposed on the overdue amount for each 30-day period or portion thereof during which the remittance is due. The late charge will be based on a percentage rate equal

to the current value of funds to U.S. Treasury in accordance with Treasury fiscal requirements.

- c) Notwithstanding the Governmental Unit's direct payment of compensation, all temporary enumerators, crew leaders, and others hired locally to conduct the special census are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (b)(v)(3) herein regarding reimbursement and indemnification requirements).

5) Transfer of Funds

On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

6) Contacts

Mr. Michael A. Hall
Chief, Special Census Branch
U.S. Census Bureau
4600 Silver Hill Road
Field Division
Special Census Branch
5H023
Washington, D.C. 20233
301-763-1429
301-763-4851
Michael.a.hall@census.gov

City of Grimes
Attn: Rochelle Williams
101 NE Harvey Street
Grimes, IA 50111
515-986-3036
515-986-3846 Fax
rwilliams@ci.grimes.ia.us

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

7) Duration of Agreement, Amendments, and Modifications

This agreement will become effective when signed by all parties. The agreement will terminate on **August 1, 2016**, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30 day's** written notice to the other party. This agreement is subject to the availability of funds.

8) Resolution of Disagreements

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

9) Termination Cost

If the City of Grimes cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

FOR THE GOVERNMENTAL UNIT

BY:

NAME: _____ DATE: _____

TITLE:

AGENCY:

FOR THE CENSUS BUREAU

BY:

James T. Christy _____ DATE: _____

Acting Chief, Field Division

Bureau of the Census

Special Census Estimate

Population Numbers

Actual	Estimated	
2010	2015	Net Gain
8246	10000	1754

Increased Revenue Estimate from RUT

				Net Gain	Annual Increase
2016	\$98.50			1754	\$172,769.00
2017		\$99.00		1754	\$173,646.00
2018			\$99.50	1754	\$174,523.00
2019			\$100.00	1754	\$175,400.00
Gross revenue					\$696,338.00
Census cost					-\$212,754.00
Net Revenue					\$483,584.00



ORDINANCE #634

AN ORDINANCE ADDING CHAPTER 27 FOR THE ESTABLISHMENT OF A TREE BOARD

SECTION 1. Purpose. The purpose of this Ordinance is to add Chapter 27 Tree Board to the Grimes Code of Ordinances.

SECTION 2. Amendment. Pursuant to the Grimes Code of Ordinances, Chapter 27 shall be added and will read as follows:

CHAPTER 27

TREE BOARD

<u>27.01 Board Created</u>	<u>27.05 Meetings and Reports</u>
<u>27.02 Organization</u>	<u>27.06 Duties</u>
<u>27.03 Election of Officers</u>	<u>27.07 Written Reports</u>
<u>27.04 Powers and Duties of Officers</u>	<u>27.08 Tree List and Tree Guidelines</u>

27.01 BOARD CREATED. A Tree Board is hereby created to accomplish the following purposes:

(A) Serve in an advisory capacity to the city council, regarding the growth and development of the tree programs in the City of Grimes.

(B) Recommend to council programs, policies and ordinances that will benefit and promote the standards necessary to become a Tree City USA.

(C) Seek to promote close cooperation between the city and all private citizens, institutions, agencies and associations interested in the establishment of a healthy balance of different types of trees and the benefit of trees in the improvement of the natural environment.

27.02 ORGANIZATION.

1. The Board shall consist of seven (7) members appointed by the Mayor, five of which shall be qualified electors of the city, the Park & Recreation Director or his/her designee and one person with specific expertise in the area of tree care and maintenance (Arborist) or his/her designee for overlapping four-year terms with the expiration of the terms staggered for a four-year period. Members of the Board shall serve without compensation, but may receive reimbursement for their actual expenses. In the event a vacancy arises, a new Board member shall be appointed by the Mayor and the Board members so appointed shall

serve out the unexpired term. Said vacancy shall be filled within sixty (60) days after the position becomes vacant.

2. Qualifications are that the Board Members are required to possess a vital interest in the care and maintenance of trees by application for the position and recommendation by a citizen of Grimes.

3. Any Board Member may be reappointed, provided no person may serve for more than three (3) consecutive full terms which may be either preceded or succeeded by a partial term.

4. Any Board Member may be removed from the Board by the Mayor, with the concurrence of the Council, for good and sufficient cause which shall be stated in writing and filed with the Clerk and a copy thereof filed with the Chairperson of the Board. Any Board Member may be removed from the Board for good and sufficient cause upon recommendation of the Board, with the concurrence of the Mayor and the City Council. In addition, two (2) unexcused absences, or three (3) total absences from regularly scheduled meetings in any one calendar year are grounds for dismissal from the Board.

27.03 ELECTION OF OFFICERS.

1. The officers of the Board will be a Chairperson, Vice Chairperson and Secretary.

2. The Chairperson, Vice Chairperson and the Secretary will be elected by the Board at the first meeting in January, nomination having been made from the floor. A majority vote of those present shall constitute an election, providing a quorum is present.

3. Tenure of Office. The tenure of an officer shall be for a period of one year. An officer may be elected for a succeeding year but not more than three years.

27.04 POWER AND DUTIES OF OFFICERS.

1. Chairperson. The duties of the Chairperson shall be:

A. To preside over all meetings of the Board.

B. To call special meetings.

C. To represent or designate a representative of the Board at public affairs.

D. To act as the liaison between the Board and the City Council.

E. To vote only in the case of a tie.

2. Vice Chairperson. The duties of the Vice Chairperson shall be:

A. To act as the Chairperson in the event that the office of the Chairperson is vacated due to illness, resignation, absence or other cause.

B. To vote on Board action.

C. To perform other duties as assigned.

3. Secretary. The duties of the Secretary shall be:

A. To review and maintain a permanent record of and sign the proceedings of all Board meetings.

B. To be responsible for forwarding copies of all proceedings to the office of the City Clerk.

C. To notify Board members and others entitled to be informed of any special meetings.

D. Other duties as assigned.

27.05 MEETINGS AND REPORTS.

1. Regular meetings of the Board shall be at monthly intervals.

2. Special meetings may be called by the Chairperson or upon the request of at least two (2) Board Members with not less than three (3) days notice of such meeting.

3. All meetings are to be held at a time and place designated by the Board and shall be open to the public pursuant to the Iowa Open Meeting Law.

4. Minutes of each meeting and any requested reports shall be kept and filed with City Hall and submitted to the City Council.

5. The regular meeting held in January of each year shall be known as the organizational meeting. The purpose of this meeting shall be the election of officers, the appointments of committees, the determination of the time and place of regular meetings for the upcoming year and other business that may need to come before such meeting. At any meeting of the Board, a majority of the Board (four members) shall constitute a quorum. A quorum shall be present before the Board takes action on any matter before the Board.

27.06 DUTIES. The Board shall have the following powers and responsibilities:

(1) The Tree Board shall have the authority to establish certain guidelines for the care, preservation, trimming, planting, replanting, removal, or disposal of trees and other

landscape plantings within street rights-of-way, parks and public places to ensure safety and to preserve and enhance the aesthetics of such public places. The guidelines developed by the Tree Board will be presented to the City Council and upon acceptance and approval shall constitute the official guidelines for the City. The Tree Board, when requested by the Council or as needed, shall review and update these guidelines and make findings and recommendations to the Council for their consideration. Should a dispute regarding the applicability of the guidelines to a particular situation arise, the aggrieved party shall have thirty days to appeal the decision of the Tree Board to the Council.

(2). The Tree Board shall serve as an advisory resource for City officials and staff, and for the community at large, by providing information, education, recommendations and support to promote practices which will lead to a healthy urban forest (both public and private) and desirable public landscaping throughout the City.

(3) In accordance with the administrative policies and procedures established by the city administrator, the Tree Board may solicit or receive any gifts or bequests of money or other personal property, or any donations to be applied, principal or income, for either operating expenses or purchase of materials, buildings or property.

(3) The Tree Board shall, with the approval of the city administrator, on behalf of the council, coordinate community tree maintenance activities that employ the leisure time of the citizenry in a constructive and wholesome manner.

(4) The Tree Board shall prepare, submit and review on an annual basis with the city administrator, recommendations to the council for a five-year capital improvements plan.

(5) The Tree Board shall submit on October 1 of each year a progress report to the city council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of the Tree Board officers.

(6) The Tree Board, at the direction of the city council, shall study, hold public hearings and submit reports on any topics pertaining to tree development planning that the city council deems appropriate.

(7) The Tree Board shall forward recommendations to the city administrator, on behalf of the council, with regards to the tree plantings in the right or ways.

(8) The Tree Board shall ensure that the City of Grimes has qualified for and maintains the designation of Tree City USA with the initial designation being no later than January of 2016.

(9) The Tree Board shall develop and maintain a tree inventory of all of the species of trees in the City of Grimes

(10) The Tree Board shall develop an Emerald Ash Borer mitigation plan and proposed budget. Said plan and budget shall be submitted to the City Administrator for review and consideration by the Grimes City Council. Said initial plan shall be developed no later than March of 2015.

(11) The Tree Board shall develop an Urban Tree Management Plan for the City of Grimes. Said initial plan shall be developed no later than October of 2015.

27.07 WRITTEN REPORTS. The Board shall make written reports to the Council of its activities from time to time as it deems advisable or upon Council request. Its revenues and expenditures shall be reported monthly by the City Administrator, in the manner of other departmental expenditures, and a copy shall be provided to each member of the Board and in the City Administrator's report to the Council.

27.07 TREE LIST. It shall be the duty and responsibility of the City Tree Board to establish a list of acceptable tree species to be planted in the public right-of-way and to provide such list to the Clerk for public inspection and copying. The Board shall have the authority, from time to time, to update and amend said list.

SECTION 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of these ordinances are hereby repealed.

SECTION 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5: Effective Date. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed by the City Council and approved by the City Council on this _____ day of _____, 2014

Thomas M. Armstrong, Mayor

Rochelle Williams, City Clerk

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

AND

THE CITY OF Grimes, IOWA

THIS AGREEMENT is made and entered into, by and between the Polk County Board of Supervisors, hereinafter referred to as the "County", and the City of Grimes, hereinafter referred to as the "City".

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective July 1, 2014, upon its approval and execution by the parties, and shall remain in effect until either party terminates following the procedures detailed in Paragraph 10.
3. The purpose of this Agreement is listed in Attachment A.
4. Duties of the County are listed in Attachment B.
5. Duties of the City are listed in Attachment C.
6. Attachment D is an exemption for non-domesticated, exotic and dangerous animals.
7. Attachment E is a detailed fee schedule. Annually, on or about May 1, the County will forward the calculated rates to the City, which will become effective July 1 of the same year.
8. Polk County shall be the lead agency for carrying out the terms of this agreement.
9. The Polk County Sheriff's Office shall administer performance of this Agreement for Polk County.
10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of

termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the agreement.

11. In the event of a breach by any entity of this agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement. It will then be filed in the Office of the Polk County Auditor and in the office of the City Clerk.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by Polk County, Iowa

_____ day of _____ 2014

Polk County, Iowa
Board of Supervisors

Attest _____
Auditor

Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Grimes has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by the City of Grimes, Iowa

_____ day of _____, 2014

City of Grimes

Attest _____

Mayor

ATTACHMENT A

The purpose of this Agreement is to provide for Polk County to retrieve and impound abandoned or at-large animals within the corporate limits of the City.

ATTACHMENT B

Duties of the County

Polk County, shall respond only to calls dispatched from the Polk County Sheriff's Dispatch (Dispatch) requesting retrieval and impoundment of abandoned or at-large animals described by the Persons Authorized by the City or requesting retrieval of animals then in the custody of City employees. The County will transport any animals retrieved within the limits of the City to the Polk County holding facilities of the Animal Rescue League of Iowa, Inc. (the "League").

The County's duties hereunder are limited to responding to calls dispatched by the Polk County Sheriff's Office for the purpose of attempting to locate and capture the animals complained of, and retrieval and impoundment of the animals. The County shall not be responsible for overall enforcement of any state law or regulation applicable within the corporate boundaries of the City, nor for enforcement of any animal control ordinance, rule or regulation of the City. The County will make a reasonable attempt to locate, retrieve or impound particular animals. The parties agree that the County may not be able to locate, retrieve or impound the particular animal. The County will not be responsible for the care, treatment or ultimate disposition of any animal delivered to the League holding facilities. The County will inform the League to follow any written instructions received from the City with respect to animals transported from within the City's corporate limits and absent such instructions, to treat any such animal the same as a comparable animal captured in an unincorporated area of the County, however, the County will not be responsible for the failure of the League to follow any such instructions.

Additionally, the County will, on behalf of and as agent for the City, receive from and pay to the League bills for acceptance, boarding and other services provided to animals picked up by Polk County animal control staff, within the corporate limits of the City. The City acknowledges that the amounts of such fees are established by negotiation with the League, are not wholly within the control of the County, and may vary from time to time during the term of this Agreement with no prior notice to the City. The rate per animal charged the City will not exceed

the rate per animal which the County pays for comparable animals picked up in an unincorporated area of the County.

The County will bill the City on a monthly basis for services provided hereunder. Bills will detail the number of trips and any unbilled charges of the League, or another facility pursuant to Attachment D, and shall specify the total amount due the County.

ATTACHMENT C

DUTIES OF THE CITY

It is understood by the City that a personnel and vehicle fee, as described in Attachment E, will be charged at the time a Polk County Animal Control Officer is dispatched by the Polk County Sheriff's Office. If Polk County Animal Control staff is not successful in picking up the animal or the request is no longer needed, only the drive time and mileage fees are applicable during normal working hours. Normal working hours are defined as Monday-Friday, 8:00am-4:00pm, excluding holidays.

The City shall pay each monthly bill for services rendered, within forty days of the receipt of the invoice.

ATTACHMENT D

Non-Domesticated Animal Exemption

The parties understand that the League may be unable or unwilling to accept certain species of animals. These animals include all non-domesticated animals and those animals considered dangerous or exotic. The County will not pick up unacceptable animals except in instances where police believe an emergency situation exists. If a City Official believes an emergency exists, the Official shall inform Dispatch of the emergency situation prior to the dispatch of Animal Control Officers. An emergency call received by Dispatch shall authorize pick up without prior agreement on disposition and if the pick up is successful, the County will use its best efforts to locate a suitable holding facility for the animal. The City agrees to reimburse the County for all costs incurred by the County, for acceptance, boarding and other services provided by any facility chosen pursuant to this paragraph. The City shall pay Polk County a personnel and vehicle fee, as described in Attachment E, on a monthly basis. For the purpose of this agreement, dead animals do not constitute an emergency situation. In addition to the personnel and vehicle charges, a fee will be required for the pick-up of dead animals, as described in Attachment E. Dead or injured deer will be the responsibility of the City.

ATTACHMENT E

FEE SCHEDULE

The city shall pay the County a personnel and vehicle fee for each call dispatched within the incorporated areas of the city. Total rates per call are as follows:

\$96.64 for each dispatched call during regular hours

\$112.73 for each dispatched call after regular hours at the time and one half rate

\$138.07 for each dispatched call after regular hours on Sunday and holidays at the double time rate

In addition to the charges above, the County shall bill the City for charges incurred for the acceptance, boarding and other services provided to within the corporate limits of the City.

An additional charge of \$75.00 will be incurred for the pick-up of each dead animal as described in Attachment D. This fee will adjust based on action by the League.

The above charges represent the calculated costs for the period July 1, 2014 to June 30, 2015. Each year the chargeable rates will reflect annually calculated costs. Calculated costs include the following: Animal Control Officer, accounting, supervision, administrative support & supplies, mileage, vehicle equipment & depreciation. On or about May 1 of each year of the agreement, the County will forward to the City the new rates which will become effective July 1 of each year.

The County shall retain an amount equal to 25% of the redemption fee collected on behalf of the City to cover costs associated with the collection process.